

City Clerk File No. Ord. 15.088

Agenda No. 3.A 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.088

**TITLE: AN ORDINANCE RESCINDING ORDINANCE 11-019 AND AMENDING CHAPTER 3, (ADMINISTRATION OF GOVERNMENT) ARTICLE XII (DEPARTMENT OF HEALTH AND HUMAN SERVICES) TO ESTABLISH AN "ADOPT A LOT" PROGRAM AUTHORIZING THE CITY TO LEASE VACANT, CITY-OWNED LAND IN NEED OF IMPROVEMENT TO NON-PROFIT CORPORATIONS OR ASSOCIATIONS**

COUNCIL offered and moved adoption of the following Ordinance:

**WHEREAS**, pursuant to N.J.S.A. 40A:12-14(c) and N.J.S.A. 40:A12-15(i), the City is authorized to enter into lease agreements for nominal consideration with non-profit corporations or associations for the use of vacant City-owned lots shown to be in need of improvements; and

**WHEREAS**, the City is the owner of several vacant lots located throughout the City that are in need of improvement; and

**WHEREAS**, the City adopted Ordinance 96-123 which authorized the establishment of an "Adopt A Lot" program; and

**WHEREAS**, Ordinance 96-123 was subsequently amended by Ordinances 01-109 and 11-019; and

**WHEREAS**, various non-profit corporations and associations ("Lessees") have expressed interest in participating in the "Adopt a Lot" program; and

**WHEREAS**, the City desires to execute leases with the various non-profit corporations and associations which desire to participate in the City's "Adopt a Lot" program; and

**WHEREAS**, in order to improve the "Adopt a Lot" program, the City desires to rescind Ordinance 11-019 and to codify the provisions of the Adopt a Lot program within the Municipal Code; and

**WHEREAS**, the City wishes to limit the duration of said leases to 1 (one) year; limit the scope of the lease to gardening only, and place control over administration of the "Adopt a Lot" program under the Department of Health & Human Services; and

**WHEREAS**, the Leases shall conform with the material terms and conditions of the lease on file in the Office of the City Clerk; and

**WHEREAS**, parties interested in participating in the "Adopt a Lot" program shall fill out the application on file in the Office of the City Clerk and submit the completed application to the Director of the Department of Health & Human Services; and

**AN ORDINANCE RESCINDING ORDINANCE 11-019 AND AMENDING CHAPTER 3, (ADMINISTRATION OF GOVERNMENT) ARTICLE XII (DEPARTMENT OF HEALTH AND HUMAN SERVICES) TO ESTABLISH AN "ADOPT A LOT" PROGRAM AUTHORIZING THE CITY TO LEASE VACANT, CITY-OWNED LAND IN NEED OF IMPROVEMENT TO NON-PROFIT CORPORATIONS OR ASSOCIATIONS**

**WHEREAS**, non-profit corporations and associations which agree to and are able to comply with the terms and conditions of the form of lease agreement for the "Adopt a Lot" program will be recommended for approval; and

**WHEREAS**, once the application is complete, the Director of Health & Human Services shall recommend to the Municipal Council approval of the leases with parties who agree to and are able to comply with the terms and conditions of the form of lease agreement for the "Adopt a Lot" program; and

**WHEREAS**, each lease must then be approved by Ordinance of the Municipal Council; and

**WHEREAS**, the consideration for each lease shall be one dollar (\$1.00) a year and other good and valuable consideration; and

**WHEREAS**, the lease term shall be for one year subject to the City's right to terminate the lease at its convenience without cause by providing 90 days prior notice; and

**WHEREAS**, as a condition of granting these leases the Lessees shall comply with all of the terms and conditions of the form of lease on file with the City Clerk; and

**WHEREAS**, the Lessees understand that the properties leased to participants in the "Adopt a Lot" program are to be used for gardening and for no other purpose whatsoever without the express written approval of the Business Administrator; and

**WHEREAS**, as a condition of granting these leases the Lessees shall submit reports to the Director at the time Lessees submit applications to participate in the Adopt a Lot Program, setting out the use to which the leasehold will be put; the activities of the Lessee will undertake in furtherance of the public purpose for which the leasehold is granted; the approximate value or cost, if any, of such activities in furtherance of such purpose; and if Lessee is a corporation an affirmation of its tax-exempt status as a non-profit corporation or association pursuant to both State and Federal laws.

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that Ordinance 11-018 is hereby repealed and

**BE IT FURTHER ORDAINED** by the Municipal Council of the City of Jersey City that Chapter 3, Article XII shall be amended to read:

**§ 3-101. Adopt a Lot Program.**

The City shall establish an Adopt A Lot Program under the direction of the Department of Health and Human Services.

a. Any non-profit corporation and association desiring to participate in the program shall complete and submit an application, in writing or electronically, to the Director of Health & Human Services. The application shall be in the form on file with the City Clerk.

b. Upon completion of the required application forms, the Director of Health & Human Services shall recommend approval of the application to the Municipal Council, which shall, by Ordinance, approve a Lease between the City and the approved applicant.

c. Consistent with N.J.S.A. 40A:12-15, in no event shall any lease be entered into for, with, or on behalf, of any commercial, business, trade, manufacturing, wholesaling, retailing, or other profit-making enterprise, nor shall any lessee use the City-owned property for any sectarian, denominational or religious purpose. Under no circumstances will any lessee be permitted to grow fruits and vegetables or any other edible products on the leased land, either for sale or for personal consumption. City-owned land leased under this provision shall be

AN ORDINANCE RESCINDING ORDINANCE 11-019 AND AMENDING CHAPTER 3, (ADMINISTRATION OF GOVERNMENT) ARTICLE XII (DEPARTMENT OF HEALTH AND HUMAN SERVICES) TO ESTABLISH AN "ADOPT A LOT" PROGRAM AUTHORIZING THE CITY TO LEASE VACANT, CITY-OWNED LAND IN NEED OF IMPROVEMENT TO NON-PROFIT CORPORATIONS OR ASSOCIATIONS

used for gardening only and for no other purpose whatsoever without the express written approval of the Business Administrator.

d. The lease term shall be for one year and consideration for each lease shall be one dollar (\$1.00) a year.

e. The City reserves the right to terminate the lease at its convenience without cause by providing 90 days prior notice.

- I. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- II. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- III. This Ordinance shall take effect in the manner as provided by law.
- IV. The City Clerk and the Corporation Counsel be and hereby are authorized and directed to change any chapter numbers, article numbers and section numbers in the event the codification of this Ordinance reveals that there is conflict between those numbers and the existing code.

**Note:** All new material is underlined; words ~~struck through~~ are omitted. For purposes of advertising only, new matter is **boldface** and repealed by *italics*.

JJH 6/17/15

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

**Full Title of Ordinance**

**AN ORDINANCE RESCINDING ORDINANCE 11-019 AND AMENDING CHAPTER 3, (ADMINISTRATION OF GOVERNMENT) ARTICLE XII (DEPARTMENT OF HEALTH AND HUMAN SERVICES) TO ESTABLISH AN "ADOPT A LOT" PROGRAM AUTHORIZING THE CITY TO LEASE VACANT, CITY-OWNED LAND IN NEED OF IMPROVEMENT TO NON-PROFIT CORPORATIONS OR ASSOCIATIONS**

**Initiator**

Department/Division	Health & Human Services	
Name/Title	Stacey L. Flanagan	Director
Phone/email	201-547-6800	sflanagan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

In order to improve the "Adopt a Lot" program, this Ordinance will rescind Ordinance 11-019 and codify the provisions of the Adopt a Lot program within the Municipal Code. Specifically, the Ordinance limits the duration of Adopt a Lot program leases to 1 (one) year; limits the scope of the lease to gardening only, and places control over administration of the "Adopt a Lot" program under the Department of Health & Human Services.

I certify that all the facts presented herein are accurate.

June 17, 2015

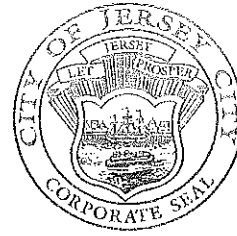
Date

\_\_\_\_\_  
Signature of Department Director

City Clerk File No. Ord. 15.089

Agenda No. 3.B 1st Reading

Agenda No. 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.089

**TITLE:**

**AN ORDINANCE CREATING A NEW CHAPTER OF THE MUNICIPAL CODE,  
CHAPTER 181, ENTITLED "ENERGY AUDITS" MANDATING PERIODIC AUDITS  
OF ENERGY USAGE IN CITY-OWNED FACILITIES, VEHICLES AND EQUIPMENT**

COUNCIL

offered and moved adoption of the following  
Ordinance:

**WHEREAS**, the City wishes to implement an Energy Savings Improvement Program (ESIP) in order to reduce its overall energy consumption and reduce its carbon footprint; and

**WHEREAS**, the City wishes to install alternate energy sources and energy savings improvements in all City-owned facilities where such improvements are practical; and

**WHEREAS**, in order to reduce its greenhouse gas emissions, the City wishes to replace inefficient City-owned vehicles and equipment with more energy-efficient vehicles and equipment whenever replacing said vehicles and equipment is possible; and

**WHEREAS**, the first step in developing an ESIP is to conduct an energy audit which shall identify the current energy usage in all City-owned facilities, and energy efficiency levels of all City-owned vehicles and equipment, and identify what energy conservation measures can be implemented to realize and maximize energy savings and energy efficiency; and

**WHEREAS**, because advances in technology can make even recent energy savings improvements obsolete, the City must periodically audit its energy usage so as to adapt to changing needs and implement to latest in energy saving technologies.

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that a new chapter be added to the Municipal Code, Chapter 181, entitled "Energy Audits" which shall mandate periodic energy audits of all City-owned facilities, vehicles and equipment, and which shall read:

**CHAPTER 181. ENERGY AUDITS**

In the interest of reducing the City's overall energy consumption and reduce its greenhouse gas emissions, the City shall undertake an audit of all City-owned facilities and all City-owned vehicles and equipment every three (3) years to identify what energy conservation measures can be implemented to realize and maximize energy savings and energy efficiency.

a. The City may engage the services of a competent consultant to conduct the audit pursuant to the Local Public Contracts Law, N.J.S.A 40A:11-4.1 et seq.

b. The first energy audit shall be completed within one (1) year of the passage of this Ordinance and next audit shall be completed three years after the date of the

**AN ORDINANCE CREATING A NEW CHAPTER OF THE MUNICIPAL CODE,  
CHAPTER 181, ENTITLED "ENERGY AUDITS" MANDATING PERIODIC AUDITS  
OF ENERGY USAGE IN CITY-OWNED FACILITIES, VEHICLES AND EQUIPMENT**

first audit's completion. All subsequent audits shall be completed on the third anniversary of the previous audit.

c. The City need not conduct an audit if the total cost of the audit exceeds fifty thousand (\$50,000) dollars.

- I. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- II. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- III. This Ordinance shall take effect in the manner as provided by law.
- IV. The City Clerk and the Corporation Counsel be and hereby are authorized and directed to change any chapter numbers, article numbers and section numbers in the event the codification of this Ordinance reveals that there is conflict between those numbers and the existing code.

**Note:** All new material is underlined; words ~~struck through~~ are omitted. For purposes of advertising only, new matter is **boldface** and repealed by *italics*.

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance**

**AN ORDINANCE CREATING A NEW CHAPTER OF THE MUNICIPAL CODE, CHAPTER 181, ENTITLED "ENERGY AUDITS" MANDATING PERIODIC AUDITS OF ENERGY USAGE IN CITY-OWNED FACILITIES, VEHICLES AND EQUIPMENT**

**Initiator**

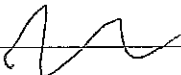
Department/Division	Office of the Mayor	
Name/Title	Mark Albiez	Chief of Staff
Phone/email	201-547-6544	malbiez@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

In order to reduce the City's overall energy consumption and reduce its greenhouse gas emissions, this Ordinance will mandate the City undertake an audit of all City-owned facilities every three (3) years to identify what energy conservation measures can be implemented to realize and maximize energy savings and energy efficiency.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_

**Chief of Staff**

June 17, 2015

**Date**

City Clerk File No. Ord. 15.090

Agenda No. 3.C 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE **15.090**

**TITLE:**

**ORDINANCE SUPPLEMENTING CHAPTER A351 (EXECUTIVE ORDERS AND ORDINANCES) OF THE JERSEY CITY CODE TO CREATE A NEW CLASSIFIED POSITION FOR SUPERVISOR CUSTOMER SERVICE**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

A. The following supplements to Chapter A351 (Executive Orders and Ordinances) of the Jersey City Code are adopted:

**Labor Grade**

**Title**

\*

Supervisor Customer Service

B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

C. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

D. This ordinance shall take effect at the time and in the manner as provided by law.

E. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All new material is underlined; words in [brackets] are omitted.  
For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

*\*Pursuant to N.J.S.A. 40:69A-43a.*

NR/he  
6/10/15

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐  
Not Required ☐



**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**ORDINANCE SUPPLEMENTING CHAPTER A351 (EXECUTIVE ORDERS AND ORDINANCES)  
OF THE JERSEY CITY SUPERVISOR CUSTOMER SERVICE**

**Initiator**

Department/Division	Human Resources	Workforce Management
Name/Title	Nancy Ramos	Human Resources Director
Phone/email	(201) 547-5224	nancyr@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

To establish a New Title for Cynthia Brown in accordance with New Jersey Department of Civil Services Commission Rules and Regulations.

**I certify that all the facts presented herein are accurate.**

  
\_\_\_\_\_  
**Signature of Department Director**

6/5/15  
\_\_\_\_\_  
**Date**



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY  
OFFICE OF THE MAYOR**

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5500 | F: 201 547 5442



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

E.O. \_\_\_\_\_

\_\_\_\_\_, 2015

**EXECUTIVE ORDER OF THE MAYOR  
OF THE  
CITY OF JERSEY CITY**

**CLASSIFIED POSITIONS FOR CITY EMPLOYEES**

Pursuant to the Faulkner Act, N.J.S.A. 40:69A-48, as amended by L.1985, c.374, the Mayor is now authorized to set the salaries, wages or other compensation of all employees of administrative departments except department directors and employees whose salaries are required to be set by ordinance.

Pursuant to this authorization, I issue the following Executive Order establishing guidelines for salaries and wages of those employees whose salaries are set by the Mayor:

**Labor Grade**

**Title**

25

Supervisor Customer Service

This order shall take effect immediately.

Very truly yours,

**STEVEN M. FULOP, MAYOR**

SMF/he

cc: Robert J. Kakoleski, Business Administrator  
Jeremy Farrell, Corporation Counsel  
Robert Byrne, City Clerk  
Donna Mauer, Chief Financial Officer  
Nancy Ramos, Personnel Director

Ordinance/Resolution Fact Sheet

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement, or contract that is submitted for Council consideration. Incomplete or sketch summary sheets will be returned with the resolution or ordinance. The Department, Division, or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate state of facts.

Full Title of Ordinance/Resolution/Cooperation Agreement:

**Supervisor Customer Service**

Name & Title of Person Initiating Ordinance/Resolution, Etc.:

**Nancy Ramos, Human Resources Director**

Concise Description of the Program, Project, or Plan Proposed in the Ordinance:

**To change union 246 to JCSA**

Reasons for the Proposed Program, Project, Etc.:

**Cynthia Brown**

Anticipated Benefits to the Community:

Cost of Program, Project, Etc.:(Indicate the dollar amount of City, State, Federal funds to be used as well as match and in-kind contributions.)

Date Proposed Program or Project will Commence: \_\_\_\_\_

Anticipated Completion Date: \_\_\_\_\_

Person Responsible for Coordinating Proposed Program, Project Etc.: \_\_\_\_\_

Additional Comments:

**Union Affiliation - JCSA**

I Certify That All Facts Present Herein Are Accurate.

6/5/15  
Date

Nancy Ramos  
Department Director

Date Submitted to Law Department \_\_\_\_\_

*New Title*

*Title: Supervisor Customer Service*

*Department: Health & Human Services*

*Division: Health*

*Labor Grade: 25*

*Min. \$16,100*

*Max. \$55,657*

*Union: JCSA*

*Cynthia Brown*

*40 New Port Pkwy (JM805)*

*Jersey City, New Jersey 07310*

**SALARY: \$54, 838**

City Clerk File No. Ord. 15.091

Agenda No. 3.D 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.091

**TITLE:**  
AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) SECTION 332-9 (STOP INTERSECTIONS) OF THE JERSEY CITY CODE DESIGNATING THE INTERSECTIONS OF ST. PAULS AND OAKLAND AVENUE AND MERSELES STREET AND FOURTH STREET AS MULTI-WAY STOP INTERSECTIONS

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) of the Jersey City Code is hereby supplemented as follows:

**Section 332-9 Stop Intersections**

The intersections listed below are hereby designated as a stop intersection. Stop signs shall be installed as provided therein.

Street 1 (Stop Sign On)	Direction of Travel	Street 2 (At Intersection)
[ <i>Saint</i> ] St. Pauls Av <u>Oakland Av</u>	West <u>North and South</u>	Oakland Av- <u>multi</u> St. Pauls Av- <u>multi</u>
<u>Fourth St</u> <u>Merseles St</u>	<u>West</u> <u>South</u>	<u>Merseles St-multi</u> <u>Fourth St-multi</u>

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.
4. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.

**NOTE:** All new material to be inserted is underscored.

JDS:pcl  
(06.10.15)

APPROVED: \_\_\_\_\_  
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Municipal Engineer  
APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
Business Administrator

Certification Required ☐  
Not Required ☐

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance**

AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) SECTION 332-9 (STOP INTERSECTIONS) OF THE JERSEY CITY CODE DESIGNATING THE INTERSECTIONS OF ST. PAULS AND OAKLAND AVENUE AND MERSELES STREET AND FOURTH STREET AS MULTI-WAY STOP INTERSECTIONS

**Initiator**

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

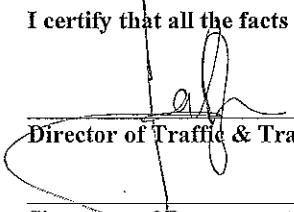
**Ordinance Purpose**

AN ORDINANCE DESIGNATING THE INTERSECTIONS OF ST. PAULS AND OAKLAND AVENUE AND MERSELES STREET AND FOURTH STREET AS MULTI-WAY STOP INTERSECTIONS

At the intersection of St. Pauls Avenue & Oakland Avenue there have been five (5) or more right-angle accidents per year. PS #6 is also located within 500 feet of this intersection.

PS #5 and Mary Benson Park are both located within 500 feet of this intersection.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Director of Traffic & Transportation

6/10/15  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION  
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305  
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

**DATE:** June 10, 2015

**TO:** Jeremy Farrell, Corporation Counsel  
Robert Kakoleski, Business Administrator  
Robert Byrne, City Clerk  
Director James Shea, Department of Public Safety  
Councilwoman Candice Osborne, Ward E  
Councilman Richard Boggiano, Ward C

**FROM:** Patricia Logan, Supervising Traffic Investigator  
Division of Architecture, Engineering, Traffic and Transportation

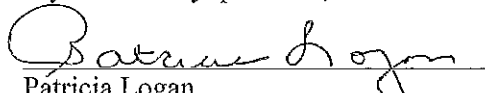
**SUBJECT:** **PROPOSED ORDINANCE - MULTI-WAY STOP DESIGNATIONS**

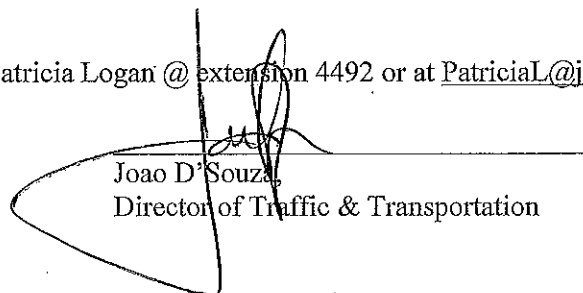
Attached for your review is an Ordinance proposed by this Division, (for Municipal Council approval), supplementing Chapter 332(Vehicles and Traffic) Section 332-9 (Stop Intersections) of the Jersey City Code.

The proposed legislation designates the intersection of St. Pauls Avenue and Oakland Avenue and the intersection of Merseles Street and Fourth Street as "multi-way" stop intersections.

It is anticipated that this Ordinance will be on the Agenda for the June 24, 2015 Municipal Council meeting.

If you have any questions, feel free to contact Patricia Logan @ extension 4492 or at [PatriciaL@jcnj.org](mailto:PatriciaL@jcnj.org).

  
Patricia Logan,  
Supervising Traffic Investigator

  
Joao D'Souza,  
Director of Traffic & Transportation

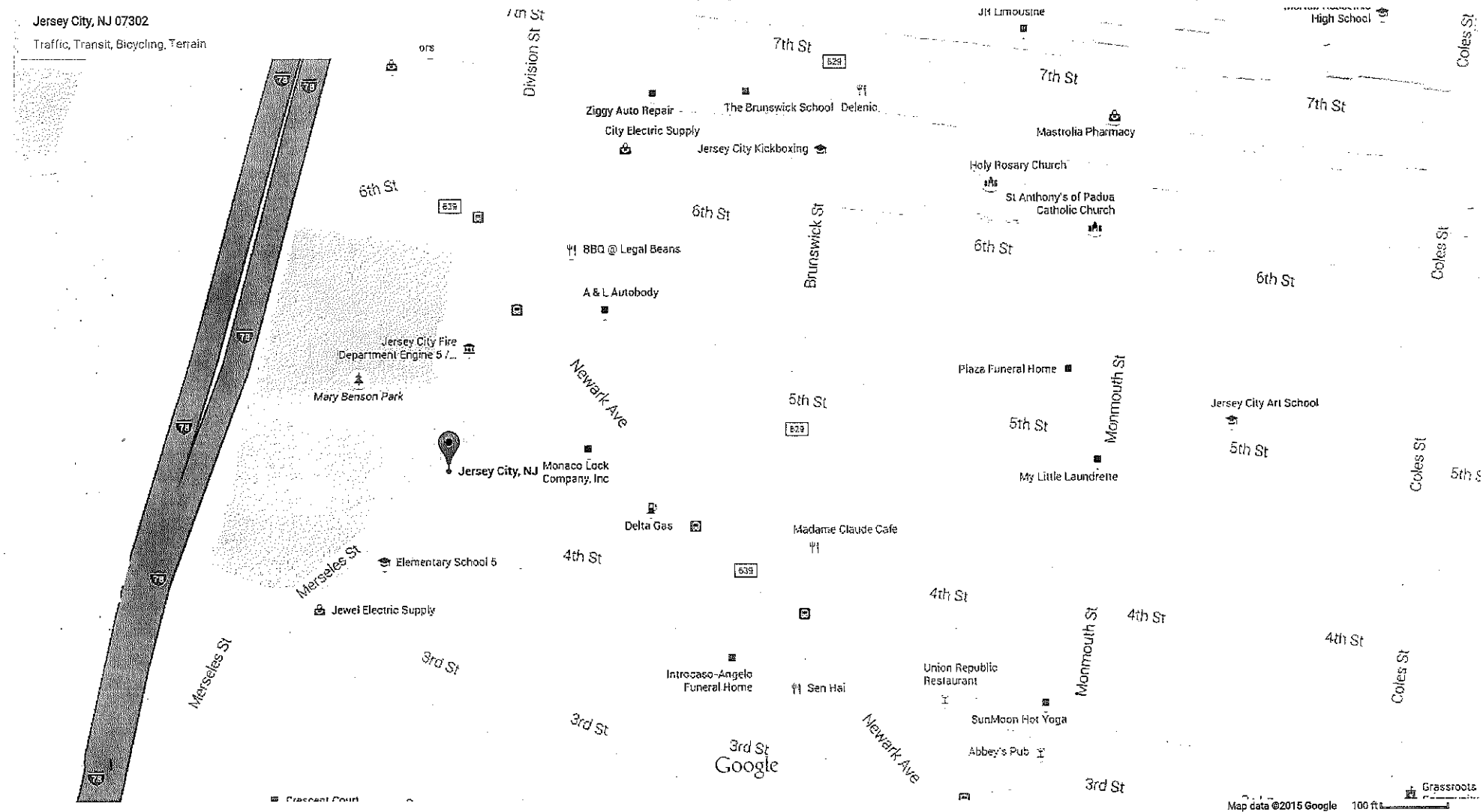
C: Stanley Huang, P.E., Municipal Engineer  
Brian Weller, L.L.A., ASLA, Director, Architecture, Engineering, Traffic and Transportation  
Mark Albiez, Chief of Staff  
Philip Zacche, Chief of Police  
Captain Solliti, Commander East District  
Captain Martinez, Commander, North District  
Mary Spinello-Paretti, Business Manager, Division of Parking Enforcement  
Council President Lavarro, Jr.      Councilwoman Watterman      Councilman Rivera  
Councilman Gajewski      Councilman Ramchal      Councilman Yun  
Councilwoman Coleman

6/10/2015

Jersey City, NJ 07302 - Google Maps

Jersey City, NJ 07302

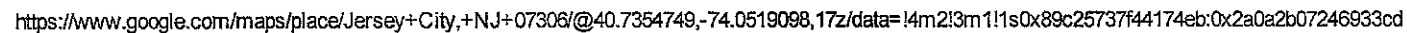
Traffic, Transit, Bicycling, Terrain





Jersey City, NJ 07306 - Google Maps

Traffic, Transit, &amp; cycling



City Clerk File No. Ord. 15.092

Agenda No. 3.E 1st Reading

Agenda No. 2nd Reading & Final Passage



## **ORDINANCE OF JERSEY CITY, N.J.**

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

**CITY ORDINANCE 15.092**  
**ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A MONTH TO MONTH TENANCY WITH RESCORE MONTGOMERY, LLC FOR OFF-STREET PARKING AT 711 MONTGOMERY STREET.**

**TITLE:**

**WHEREAS**, the City of Jersey City ( the "City" ) has a need for off-street parking for residents and business invitees in the area known as McGinley Square; and

**WHEREAS**, Rescore Montgomery LLC, is the owner of a vacant lot located at 711 Montgomery Street ("Property"); and

**WHEREAS**, the "City" and Rescore Montgomery, LLC desire to enter into a Lease Agreement for the vacant lot at 711 Montgomery St.; and

**WHEREAS**, the "City" will Lease certain space within McGinley Square located at 711 Montgomery Street to be used for off-street parking; and

**WHEREAS**, the City has agreed to a Month to Month Tenancy not to exceed one year effective January 1, 2015 through December 31, 2015; and

**WHEREAS**, the payment of rent shall be at a rate of \$1.00 per month for a total of \$12.00 per year; and

**WHEREAS**, the City shall be responsible for obtaining an exemption for the Property from real estate taxes;

**WHEREAS**, if the City is unable to obtain the exemption, the City shall pay the real estate taxes which are approximately \$50,000.00 per year; and

**WHEREAS**, the City shall have the right to terminate the Lease at any time; and

**WHEREAS**, N.J.S.A. 40A:12-5 provides that a municipality may by ordinance authorize a lease agreement of real property or personal property; and

**WHEREAS**, the sum of \$50,000.00 will be made available in the 2015 temporary, permanent and future fiscal year budgets in account #01-201-31-432-304.

**ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A MONTH TO MONTH TENANCY WITH RESCORE MONTGOMERY, LLC, FOR OFF-STREET PARKING AT 711 MONTGOMERY STREET.**

**NOW THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute the attached Lease Agreement with Rescore Montgomery, LLC subject to such modification as may be deemed necessary or appropriate by Corporation Counsel;
2. The term of the Lease Agreement is a month to month tenancy not to exceed one year effective January 1, 2015 through December 31, 2015 at a cost of \$1.00 per month for a total of \$12.00 per year;
3. The City shall be responsible for obtaining an exemption for the Property from real estate taxes. If the City is unable to obtain the exemption, the City shall pay the real estate taxes which are approximately \$50,000.00 per year.
  - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
  - B. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
  - C. This ordinance shall take effect at the time and in the manner provided by law.
  - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, articles numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material is new; therefore, underling has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by italic.

I, Donna L. Mauer, Chief Financial Officer, hereby certify funds in the amount of \$1,000.00 is available in account #01-201-31-432-304 for the expenditure in accordance with the Local Budget Law, N.J.S.A. 40: A4-1 et seq. Requisition # 0170559 P.O. # \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: *Ann Marie Miller, Real Estate Manager*

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A MONTH TO MONTH TENANCY WITH RESCORE MONTGOMERY, LLC FOR OFF-STREET PARKING AT 711 MONTGOMERY STREET**

**Initiator**

<b>Department/Division</b>	<b>Administration</b>	<b>Real Estate</b>
<b>Name /Title</b>	<b>Steve Miller</b>	<b>Confidential Assistant</b>
<b>Phone/E-Mail</b>	<b>(201) 206-9531</b>	<b>SteveM@cnj.org</b>

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

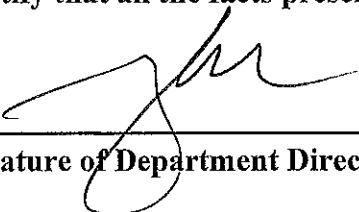
**Resolution Purpose**

**To provide parking for residents and business invitees in the area known as McGinley Square.**

**The term of this Lease Agreement shall take effect as of January 1, 2015 to December 31, 2015 at a cost of \$1.00 per month or \$12.00 per year.**

**The City shall be responsible for obtaining an exemption for the Property from real estate taxes. If the City is unable to obtain the exemption, the City shall pay the real estate taxes which are approximately \$50,000.00 per year.**

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
**Signature of Department Director**

6/16/15  
\_\_\_\_\_  
**Date**

# CITY OF JERSEY CITY

Requisition #

0170559

Assigned PO #

## Requisition

**Vendor**  
RESCORE MONTGOMERY, LLC  
1951 NW 19TH STREET, SUTE 200  
ATTN: JIMMY HANCOCK  
BOCA RATON FL 33431  
RE461937

**Dept. Bill To**  
DIVISION OF REAL ESTATE  
MUNICIPAL COURT BUILDING  
365 SUMMIT AVENUE  
JERSEY CITY NJ 07306

**Dept. Ship To**

**Contact Info**  
PEGGY RAUSCH X5234  
0000000000

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	ENCUMBRANCY	0120131432304	1,000.00	1,000.00
THIS PURCHASE ORDER IS FOR ENCUMBRANCY PURPOSES TO ESTABLISH FUNDING FOR OFF-STREET PARKING AT 711 MONTGOMERY STREET NAME OF CONTRACT: RESCORE MONTGOMERY, LLC TOTAL CONTRACT: \$50,000.00 TEMPORARY ENCUMBRANCY \$1,000.00 TO ESTABLISH FUNDING PAYMENTS WILL BE MADE FROM TIME TO TIME ON PARTIAL PAYMENT VOUCHERS.					

**Requisition Total 1,000.00**

Req. Date: 06/10/2015

Requested By: PEGGYR

Buyer Id:

Approved By: \_\_\_\_\_

**This Is Not A Purchase Order**

## LEASE AGREEMENT

THIS LEASE AGREEMENT, made on \_\_\_\_\_, 2015

Between  
RESCORE MONTGOMERY LLC, a Delaware  
Limited liability company  
c/o Joseph DiCristina  
1951 N.W. 19<sup>th</sup> Street, Suite 200  
Boca Raton, FL 33431

"Landlord"

And THE CITY OF JERSEY CITY

with offices at 280 Grove Street  
Jersey City, N.J. 07302

"Tenant"

The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord. the following described premises as of January 1, 2015:

The entire premises at 711 Montgomery Street, Jersey City, New Jersey, more specifically described on Schedule A attached hereto for the term of twelve (12) months, commencing on or about January 1, 2015, and ending on or about December 31, 2015 subject to Section 26 hereof, to be used and occupied only for the sole purpose of a parking lot for motor vehicles.

UPON the following Conditions and Covenants:

### 1. Payment of Rent.

The Tenant covenants and agrees to pay to the Landlord, as base rent for and during the term hereof, the sum of \$12.00 in the following manner:

The sum of \$1.00 per month commencing as of January 1, 2015, plus any other Tenant obligations described herein.

### 2. Repairs and Care.

The Tenant has examined the premises and has entered into this Lease without any representation on the part of the Landlord as to the condition thereof. The Tenant shall take good care of the premises and shall at the Tenant's own cost and expense, make all repairs and shall maintain the premises in good condition and state of repair, and at the end or other expiration of the term hereof, shall deliver up the rented

premises to the Landlord vacant and free from any motor vehicles, debris or trash. The Tenant shall neither encumber nor obstruct the sidewalks, driveways, yards, entrances and shall keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice. No hazardous waste, toxic or flammable materials shall be stored or kept on the subject premises at any time. Tenant shall cut the grass, if necessary, and keep the premises in orderly condition.

3. Alterations and Improvements.

No alterations, additions or improvements shall be made, or shall be installed in or attached to the leased premises, without the written consent of the Landlord.

4. Utilities.

The Tenant shall pay when due all the rents or charges for utilities used by the Tenant, which are or may be assessed or imposed upon the leased premises or which are or may be charged to the Landlord by the suppliers thereof during the term hereof, and if not paid, such rents or charges shall be added to and become payable as additional rent with the installment or rent next due or within thirty (30) days of demand therefor, whichever occurs sooner.

5. Compliance with Laws, Etc.

The Tenant shall promptly comply with all Laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal Government or Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said premises, during the term hereof; and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said premises and its contents for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense. Failure to so comply shall be grounds to terminate this Lease provided fifteen (15) days' notice to cure is served on Tenant. Any summons or citations issued by any governmental agency arising out of Tenant's use of the premises shall be the sole responsibility of the Tenant as additional rent hereunder. If Tenant requires a Certificate of Occupancy, same shall be obtained by Tenant and any inspections, repairs, etc. necessitated shall be done at Tenant's own expense.

6. Liability Insurance.

The Tenant, at Tenant's own cost and expense, shall obtain or provide and keep in full force for the benefit of the Landlord and Tenant, during the term hereof, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or

about the leased premises, for injuries to any person or persons, for limits of not less than \$500,000.00 for injuries to one person and \$1,000,000.00 for injuries to more than one person, in any one accident or occurrence, and for loss or damage to the property of any person or persons, for not less than \$50,000.00. The policy or policies of insurance or Certificate of Insurance naming Landlord entity as additional insured, shall be of a company or companies authorized to do business in this State and shall be delivered to the Landlord, together with evidence of the payment of the premiums therefor, prior to the commencement of the term hereof or of the date when the Tenant shall enter into possession, whichever occurs sooner. The Tenant also agrees to and shall save, hold and keep harmless and indemnify the Landlord from and for any and all payments, expenses, costs, attorney fees and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or from any cause or reason whatsoever arising out of or by reason of the occupancy by the Tenant and the conduct of the Tenant's business. Failure to maintain liability insurance naming Landlord as an additional insured as described shall be a ground for termination of this Lease.

7. Restriction of Use.

The Tenant shall not occupy or use the leased premises or any part thereof, nor permit or suffer the same to be occupied or used for any purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

8. Mortgage Priority.

This Lease shall not be a lien against the said premises in respect to any mortgages that may hereinafter be placed upon said premises. The recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this lease, irrespective of the date of recording and the Tenant agrees to execute an instruments, without cost, which may be deemed necessary or desirable, to further effect and subordination of this lease to any such mortgage or mortgages. A refusal by the Tenant to execute such instrument shall entitle the Landlord to the option of cancelling this Lease, and the term hereof is hereby expressly limited accordingly.

9. Condemnation and Eminent Domain.

If the land and premises leased herein, or of which the leased premises are a part, or, any portion thereof, shall be taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions the Landlord shall grant an option to purchase and or shall sell and convey the said premises or any portion thereof, to the governmental or other public authority, agency, body or public



utility, seeking to take said land and premises or any portion thereof, then this Lease, at the option of the Landlord or Tenant, may be terminated, upon thirty (30) days written notice to the other party, shall terminate and the Tenant shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings, and all rights of the Tenant to damages, if any are hereby assigned to the Landlord. The Tenant agrees to execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the said lands and premises or any portion thereof. The Tenant covenants and agrees to vacate the said premises, remove all the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord in the aforementioned notice. Failure by the Tenant to comply with any provisions in this clause shall subject the Tenant to such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

10. Fire and Other Casualty.

Intentionally omitted.

11. Reimbursement of Landlord.

If the Tenant shall fail or refuse to comply with and perform any conditions and covenants of the within Lease, the Landlord may, if the Landlord so elects, carry out the performance of such conditions and covenants, at the cost and expense of the Tenant, and the said cost and expense shall be payable on demand, or at the option of the Landlord shall be added to the installment of rent due immediately thereafter but in no case later than one month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Landlord may have hereunder by reason of the breach by the Tenant of any of the covenants and conditions in this Lease contained.

12. Inspection and Repairs.

The Tenant agrees that (i) the Landlord and the Landlord's agents, employees or other representatives, shall have the right to enter into and upon the said premises or any part thereof, at all reasonable hours, for the purpose of examining the same or making any such repairs or alteration therein or conduction any tests on the premises, including but not limited to, any soil and geological tests on site, as may be necessary for the future plans by the Landlord at this site; and (ii) Landlord may store any equipment or materials on the premises in connection with such alterations, repairs or testing. This clause shall not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs since all repairs to the

premises are to be made by the Tenant subject to the Landlord's rights under Paragraph 3 above.

13. Right to Exhibit.

The Tenant agrees to permit the Landlord and the Landlord's agents, employees or other representatives, at any time, to show the premises to persons wishing to rent or purchase the same, or persons retained by the Landlord to perform services for the future development of the site, and to be allowed to erect signage announcing the proposed development.

14. Removal of Tenants Property.

Any equipment, fixtures, goods or other property of the Tenant, or Tenant's customers' property, not removed by the Tenant upon the termination of this Lease, or upon any quitting, vacating or abandonment of the premises by the Tenant, or upon the Tenant's eviction, shall be considered as abandoned and the Landlord shall have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any. Should the Landlord be required to physically remove any such motor vehicles at the conclusion of this tenancy, any costs attributed to such removal shall be paid by the Tenant as additional Rent and shall be due upon demand.

15. Remedies Upon Tenants Default.

If there should occur any default on the part of the Tenant in the performance of any conditions and covenants herein contained, or if during the term hereof the premises or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord, in addition to any other remedies herein contained or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter the said premises and the same have and again possess and enjoy; and as agent for the Tenant or otherwise, re-let the premises and receive the rents therefor and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have been put to re-entering and repossessing the same and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant shall remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; same to be paid as such deficiencies arise and are ascertained each month.

Notwithstanding anything to the contrary herein, Landlord's right of re-entry and repossession of the leased premises shall arise only in the event of abandonment or Tenant's lawful eviction or any other means governed by New Jersey Statutes or Case Law.

**16. Termination on Default.**

Upon the occurrence of any of the contingencies set forth in the preceding clause, or should the Tenant be adjudicated a bankrupt insolvent or placed in receivership, or should proceedings be instituted by or against the Tenant for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, or if this Lease or the estate of the Tenant hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale or by the operation of law, the Landlord may, if the Landlord so elects, at any time thereafter, terminate this lease and the terms hereof, upon giving to the Tenant or any trustee, receiver, assignee or other person, in charge of or acting as custodian of the assets or property of the Tenant, five (5) days notice in writing, of the Landlord's intention so to do. Upon the giving of such notice, this lease and the term hereof, shall end on the date fixed in such notice as if the said date was the date originally fixed in this lease for the expiration hereof; and the Landlord shall have the right to remove all persons, goods, fixtures and chattels therefrom, by force or otherwise, without liability for damage, provided same is done in accordance with New Jersey law.

**17. Non-Liability of Landlord.**

The Landlord shall not be liable for and Tenant shall indemnify, defend and hold Landlord harmless from any claims, damages losses, costs and expense arising as a result of any damage or injury which may be sustained by the Tenant or any other person, or by reason of the elements, or resulting from the carelessness, negligence or improper conduct on the part of any other tenant, or the Landlord, Landlord's members, managing principals, employees or affiliates of Landlord, or the Landlord's representatives or agents or any other Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, -interruption with, interruption of or failure beyond the reasonable control of the Landlord for any services to be furnished or supplied by the Landlord, including any act of vandalism to the premises, should that occur.

**18. Non-Waiver By Landlord.**

The various rights, remedies, options and elections of the Landlord, expressed herein, are cumulative and the failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this lease or to exercise any election or option or to resort or have recourse to any remedy herein conferred or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or

more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

19. Validity of Lease.

The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjusted to be invalid or unenforceable by a Court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

20. Broker's Commission.

Both parties represent that they have not contacted a real estate broker nor owe any commission as a result of this Lease. Both parties indemnify the other for any claims for real estate commissions from the lease of this property.

21. Notices.

See Section 27.

22. Title and Quiet Enjoyment.

The Landlord covenants and represents that the Landlord is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this Lease, and does further covenant that the Tenant on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned.

23. Entire Contract.

This lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the Landlord and the Tenant.

24. Waiver of Subrogation Right.

The Tenant waives all rights of recovery against the Landlord or Landlord's agents, employees or other representatives, for any loss, damages or injury of any nature whatsoever to property or persons for which the Tenant is insured. The Tenant shall obtain from the Tenant's insurance carriers and will deliver to the Landlord, waivers of the subrogation rights under the respective policies.

25. Real Estate Taxes.

Tenant agrees to reimburse landlord for all real estate taxes and S.I.D. assessments for the calendar year 2015, if any are assessed against the leased premises during the term of this Lease. Tenant will remit such reimbursement to Landlord not later than thirty (30) ~~ten (10)~~ business days after Landlord's request for such reimbursement. Tenant further represents that it will redeem tax sale certificate no. 2014-1785 sold on December 18, 2010~~4~~ and pay any subsequent taxes that may have accrued~~accrued~~ to the certificate. ~~no real estate taxes, past or present, are due for the leased premises.~~

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26. Landlord's Right to Terminate.

The leased premises have been approved for the construction of a residential building. Should Landlord desire to commence construction before the end of the term of this Lease, Landlord shall notify Tenant and Tenant shall have thirty (30) days after receipt of such notice from Landlord to vacate the premises.

27. Notice. All notices to be given hereunder shall be delivered by hand, or sent to the party to be notified, via certified mail, return receipt requested or sent by recognized overnight courier which provides evidence of receipt and shall be deemed given when delivered by hand or one (1) business day after delivery to such recognized overnight courier or three (3) days after being posted with the United States Postal Service addressed to the parties as follows, or such other address as may be designated in writing, which notice of change of address shall be given in the same manner:

If to the Landlord:

Rescore Montgomery, LLC  
c/o Jimmy Hancock  
1951 N.W. 19<sup>th</sup> Street, Suite 200  
Boca Raton, FL 33431

and

Sterns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
150 West Flagler Street, Suite 2200  
Miami, FL 33130  
Attn: Marina I. Ross, Esq.

If to the Tenant:

City of Jersey City  
City Clerk of Jersey City  
280 Grove Street  
Jersey City, NJ 07302

And

Jersey City Corporation Counsel  
280 Grove Street  
Jersey City, NJ 07302

28. Signatures.

The parties agree to the terms of this Lease. If this Lease is made by a corporation, its proper corporate officers have been authorized to sign and its corporate seal is affixed hereto.

29. Counterparts.

This Lease may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

30. Waiver of Trial by Jury.

LANDLORD AND TENANT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS LEASE OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LEASE OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS LEASE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LANDLORD AND TENANT ENTERING INTO THE LEASE.

31. Attorneys' Fees.

In the event of any dispute hereunder the prevailing party shall be entitled to recover its reasonable attorneys' and paralegals' fees and expenses (including, but not limited to, those charges for services in connection with representation before, during or after the trial level, upon all appellate levels, and in any bankruptcy or insolvency proceeding) in connection therewith.

Landlord:

Rescore Montgomery, LLC, a

Delaware limited liability company

By: \_\_\_\_\_

Joseph DiCristina, Authorized Signatory

Tenant:

City of Jersey City

By: \_\_\_\_\_

## SCHEDULE A

Block: 15004

Lots: 15 and 31



City Clerk File No. Ord. 15.093

Agenda No. 3.F 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

### CITY ORDINANCE 15.093

**TITLE:** AN ORDINANCE GRANTING PERMISSION TO CHRISTOPHER COLUMBUS DRIVE, LLC, SUCCESSORS AND ASSIGNS, TO MAKE PRIVATE IMPROVEMENTS IN THE CHRISTOPHER COLUMBUS DRIVE PUBLIC RIGHT OF WAY ADJACENT TO THE PROPERTY LOCATED AT 190 CHRISTOPHER COLUMBUS DRIVE, JERSEY CITY, NEW JERSEY, ALSO KNOWN ON THE TAX MAPS OF THE CITY OF JERSEY CITY AS BLOCK 12703, LOT 4.

**WHEREAS**, Christopher Columbus Drive, LLC, successor in interest to Kengru Capital, LLC, having offices located at 493 Jersey Avenue, Jersey City, New Jersey 07302 (hereinafter the "Petitioner") is the owner of the property located at 190 Christopher Columbus Drive, Jersey City, New Jersey and known as Block 12703, Lot 4 (formerly known as Block 310, Lot 11.A) on the current tax maps of the City of Jersey City ("Property"); and

**WHEREAS**, pursuant to a Resolution for the Preliminary and Final Site Plan Approval in connection with the Property, Case #Z10-024, the Zoning Board of Adjustment granted approval to convert the existing five (5) story building to a mixed use building that includes up to fifteen (15) work/live units and two (2) ground floor commercial units in connection with the Property (copy of said Resolution is attached hereto as Exhibit C); and

**WHEREAS**, the work/live and mixed use building is a use that is consistent with other uses within the neighborhood; and

**WHEREAS**, part of the development approval granted in Case #Z10-024 includes the construction of a front entry platform and stairs (the "Stairs") within a portion of the Christopher Columbus Drive public right-of-way, which is more particularly depicted and described in the Franchise Plans, Exhibits A and B, attached hereto; and

**WHEREAS**, the construction of the Stairs are necessary to comply with the handicap code requirements and will be elevated above the sidewalk grade in order to access the retail portion of the Property and is consistent with the historical character of the property; and

**WHEREAS**, the Petitioner is required to file the Petition for a Franchise Ordinance to place these improvements; and

**WHEREAS**, there will remain sufficient area in the right-of-way for pedestrian use (at least five (5) unobstructed feet), and the proposed private improvements will not impede or have a negative impact on typical pedestrian use; and

**WHEREAS**, Petitioner has filed a petition for relief and represented to the Municipal Council of the City of Jersey City that the passage of this Ordinance is in the best interests and essential for the completion of the construction of the development; and

**WHEREAS**, after due notice was given in accordance with law, a public hearing was held on the Petition filed by Petitioner to grant permission to construct entry Stairs within the public right-of-way under the condition that all costs associated with the improvements would be incurred by the Petitioner, and further that there were no objections to such private improvements; and

**WHEREAS**, the Jersey City Zoning Officer and Building Department can approve the construction of the improvements at the subject property conditioned upon the Petitioner being granted a franchise ordinance by the City Council of the City of Jersey City; and

**WHEREAS**, a franchise ordinance is required to permit the completion of the construction of the private improvements within the public right-of-way; and

**WHEREAS**, by reason of the character of the development of the area within which this property is situated, the said improvements will enhance the aesthetic and character of the property and greatly benefit Jersey City and the surrounding neighborhood; and

**WHEREAS**, the public interest will be served by said improvements, which will be of great benefit to the citizens of Jersey City and Hudson County and the rights of the public will not be injuriously or adversely affected by the requested relief;

**NOW, THEREFORE, BE IT ORDAINED**, by the Municipal Council of the City of Jersey City, that:

**SECTION I.** Permission be, and is hereby granted to Petitioner, its successors and assigns, to complete private improvements to a portion of lands located within the public right-of-way adjacent to 190 Christopher Columbus Drive, Jersey City, New Jersey, and known as Block 12703, Lot 4 on the current tax maps of the City of Jersey City, said areas being more particularly described as follows on the franchise plan, and metes and bounds description attached hereto as Exhibit A and Exhibit B, respectively.

1. The contemplated improvements will include the construction of front entry platform and stairs to be located within the public right-of-way.

2. There will remain sufficient area in the right-of-way (at least five [5] unobstructed feet) for typical pedestrian use.
3. The contemplated improvements will be constructed consistent with the Plans approved by the Jersey City Planning Board, the Jersey City Zoning Officer and Building Department.
4. All costs associated with these improvements will be incurred by the Petitioner.
5. The contemplated improvements are necessary to construct the proposed development consistent with the development approvals and are necessary to comply with handicap code requirements, and will greatly benefit the Petitioner's property and the surrounding neighborhood.

**SECTION II.** All the work herein authorized shall be done under the supervision of the proper department or departments of the City of Jersey City. Further, all the work herein authorized shall comply with any State of New Jersey Uniform Construction Code requirements. The construction plans shall be submitted to the City Engineer for his review and comments prior to the start of construction. After construction there shall remain no damage to the sidewalk or roadway or interference with the free and safe flow of pedestrian traffic and vehicular traffic. Petitioner and its successors and assigns, shall maintain all improvements installed by it for the entire term of this Franchise at no cost to the City.

**SECTION III.** This Ordinance shall remain in full force and effect for a period of ninety-nine (99) years. This Ordinance shall take effect upon final passage and publication according to law. In the event that the Municipal Council determines that this Ordinance must be canceled in whole or in part because of a public purpose, the City reserves the right to cancel this Ordinance or any part thereof by giving written notice to the Petitioner one year prior to the date of cancellation.

**SECTION IV.** All costs and expenses incident to the introduction, passage and publication of this Ordinance shall be borne and paid by Petitioner.

**SECTION V.** In accepting the privileges of this Ordinance and the installation, maintenance and use hereby authorized, Petitioner, its successors and assigns hereby agree to assume full, complete and undivided responsibility for any and all injury or damage to persons or property by reason of said installation, maintenance and use, and to indemnify and hold the City of Jersey City harmless from all injury or damage to persons or property by reason of such installation, maintenance and use (except such injury or damage which is caused by the negligence or misconduct of the City or its officers, employees or agents) for the term of this Ordinance. Petitioner, its successors and assigns, shall maintain in effect, during the term of

this franchise, liability insurance naming the City of Jersey City, its officers and employees as additional insured, covering the use and occupancy of the public property subject to this franchise. A certificate of insurance, in the amount of \$2,000,000.00, or in such amount and type as the City's Risk Manager may reasonably require from time to time, and in a form deemed acceptable by the City's Risk Manager, shall be delivered to the Risk Manager before use or occupancy of the premises subject to this Franchise Ordinance.

**SECTION VI.** This Ordinance shall not become effective unless an acceptance hereof in writing is filed by the Petitioner with the City Clerk. In the event, that the Petitioner shall not file with the City Clerk its acceptance in writing of the provisions of this Ordinance within thirty (30) days after receiving notice of its passage, this Ordinance shall become void and be of no effect.

**SECTION VII.** Only with prior written consent and approval by the City Council of the City of Jersey City, which consent and approved shall not unreasonably withheld, shall Petitioner have the right to assign or otherwise transfer its rights under this Franchise Ordinance.

**SECTION VIII.** An easement for the duration of this Ordinance is reserved for the benefit of the City of Jersey City and all public utility companies including any cable television company as defined in the Cable Television Act, P.L. 1972, c. 186 (c. 48:5A-1 et seq.) for the purpose of ingress and egress over and upon the area subject to this Franchise Ordinance in order to maintain, repair or replace existing utility facilities including water lines, sewer lines, gas lines and telephone, electrical and cable television wires and poles which may be located either beneath or above the surface of the area subject to this Franchise Ordinance.

**SECTION IX.** For the rights and privileges herein granted, said beneficiaries hereunder, their successors and assigns, shall pay annually to the City of Jersey City the sum of One Dollar (\$1.00), which payment shall be made annually on the 1st day of June next succeeding the time when this Ordinance shall become effective and on each first day of June thereafter until the termination of this Ordinance.

**SECTION X.** A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

B. This Ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this Ordinance certified and incorporated in the official copies of the Jersey City Code.

C. This Ordinance shall take effect at the time and in the manner as provided by law.

D. The City Clerk and the Corporation Counsel be and they

are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing Code, in order to avoid confusion and possible accidental repeals of existing provisions.

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

## PETITION

**TO: THE HONORABLE, THE MAYOR AND MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY:**

Your Petitioner, Christopher Columbus Drive, LLC, as successor in interest to Kengru Capital, LLC, having offices located at 493 Jersey Avenue, Jersey City, New Jersey 07302, respectfully says that:

1. Petitioner is the owner of the property located at 190 Christopher Columbus Drive, Jersey City, New Jersey and known as Block 12703, Lot 4 (formerly known as 310, Lot 11.A) on the current tax maps of the City of Jersey City (the "Property"). The Petitioner has been approved by the Jersey City Zoning Board of Adjustment pursuant to Case #Z10-024, which was approved on February 17, 2011, and memorialized by resolution on May 19, 2011, to develop fifteen (15) work/live units and two (2) ground floor commercial units at the Property.

2. The Jersey City Zoning Board of Adjustment approved the development plans with private improvements being constructed in the Christopher Columbus Drive public right-of-way that will assist in complying with handicap code requirements.

3. Petitioner proposes to make the following site improvements within the areas of the public right-of-way:

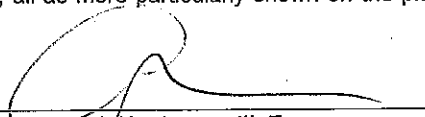
A. The contemplated improvements will include the construction of a front entry platform and stairs ("Stairs") to be located within the public right-of-way along Christopher Columbus Drive.

B. All costs associated with these improvements will be incurred by the Petitioner, and there being no objections thereto.

4. Petitioner has presented the proposed improvements to the Jersey City Zoning Officer and Building Department, which can approve proposed improvements conditioned upon the Petitioner being granted a franchise ordinance by the City Council of the City of Jersey City.

5. The contemplated improvements are necessary to construct the proposed development consistent with the development approvals, and will greatly benefit the Petitioner's property and the surrounding area and neighborhood.

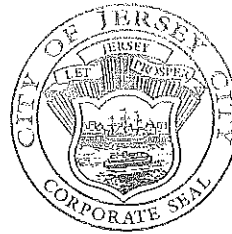
**WHEREFORE**, the Petitioner respectfully prays for itself, its successors and assigns, for the enactment of a Franchise Ordinance to allow it to make private improvements within the public right-of-way of Christopher Columbus Drive, all as more particularly shown on the plans annexed hereto and made a part hereof.

By:   
Charles J. Harrington, III, Esq.,  
o/b/o Christopher Columbus Drive, LLC,  
Attorney for the Petitioner

City Clerk File No. Ord. 15.094

Agenda No. 3.6 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.094

**TITLE: AN ORDINANCE: 1) APPROVING A 30 YEAR TAX EXEMPTION FOR AN AFFORDABLE HOUSING PROJECT AT 441, 443, 445, 447, 449, 451-457 OCEAN AVENUE AND 79-81 DWIGHT STREET, FOR GENESIS OCEAN URBAN RENEWAL ASSOCIATES LLC, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW, N.J.S.A. 40A:20-1 ET SEQ. AND 2) RESCINDING ALL PRIOR ORDINANCES (11-101, 13-098 AND 14-012) THAT APPROVED OR AMENDED TAX EXEMPTIONS FOR THE PROPERTY**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

**WHEREAS**, Genesis Ocean Urban Renewal Associates, LLC is a qualified Urban Renewal Entity [the Entity] under the New Jersey Long Term Tax Exemption Law N.J.S.A. 40A:20-1 et seq.; and

**WHEREAS**, the Entity is the contract purchaser of certain property known as: Block 25804, Lots 23, 22, 21, 20, 19, 18 and 17, on City's Tax map and more commonly known by the street addresses of 441, 443, 445, 447, 449, 451-457 Ocean Avenue and 79-81 Dwight Street, respectively, Jersey City, New Jersey [the Property]; and

**WHEREAS**, the Property is located within the boundaries of the Turnkey Redevelopment Plan Area and has received site plan approval for a 64 unit building with 2000 square feet of commercial retail space and 22 parking spaces; and

**WHEREAS**, by the adoption of Ordinance 11-101, the City had approved a 30 year tax exemption for the Property under the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., if construction began no later than two (2) years from the date of the adoption of the ordinance, which tax exemption expired by operation of law construction failed to commence by August 31, 2013; and

**WHEREAS**, by the adoption of Ordinance 13-098, the City then approved a 30 year tax exemption for the Property under the New Jersey Mortgage Housing Finance Law, N.J.S.A. 55:14K-1 et seq., and which was amended by the adoption of Ordinance 14-012 to amend the Entity's name; and

**WHEREAS**, by an application submitted on June 15, 2015, the Entity now proposes to rescind the prior tax exemption ordinances and seek approval of an affordable housing project to be constructed on the Property with a 30 year tax exemption; and

**WHEREAS**, the Entity has filed an application for a new tax exemption under the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., in order to enable the Entity to maximize their eligibility for low income housing tax credits to finance the project; and

**WHEREAS**, the Entity seeks to pay 6.28% of Annual Gross Revenue from the affordable residential units or \$32,156 a year and 10% of Annual Gross Revenue from the commercial, retail space or \$2,070 for an estimated total annual service charge of \$34,226; and

**AN ORDINANCE: 1) APPROVING A 30 YEAR TAX EXEMPTION FOR AN AFFORDABLE HOUSING PROJECT AT 441, 443, 445, 447, 449, 451-457 OCEAN AVENUE AND 79-81 DWIGHT STREET, FOR GENESIS OCEAN URBAN RENEWAL ASSOCIATES LLC, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW, N.J.S.A. 40A:20-1 ET SEQ. AND 2) RESCINDING ALL PRIOR ORDINANCES (11-101, 13-098 AND 14-012) THAT APPROVED OR AMENDED TAX EXEMPTIONS FOR THE PROPERTY**

**WHEREAS**, a copy of the application is on file in the Office of the City Clerk; and

**WHEREAS**, the City hereby determines that the relative benefits of the project outweigh the cost of the tax exemption for the following reasons:

1. The City will apply to receive credit for creating 64 units of low or moderate income family rental housing against the units needed within the City of Jersey City as determined by the New Jersey Council on Affordable Housing;
2. There is an especially compelling need for decent safe and affordable housing for low or moderate income families, especially for citizens who are currently paying over 30% of their income for housing; and
3. The construction of the improvements will stabilize the neighborhood; and

**WHEREAS**, the City hereby determines that the tax exemption is necessary to insure the success of the project for the following reasons:

1. The reduced tax payments allow the owner to stable its operating budget, allowing a high level of maintenance to the building over the life of the project;
2. The reduction in taxes makes the Project attractive to investors of low income housing tax credits; and
3. The reduced tax payments will allow the owner to maintain the low and moderate income units at the lowest rents possible within the income guidelines; and
4. The project provides 64 units of low income affordable housing of which 22 units will be moderate income, 36 units will be low income, and 6 will be very low income, which advances an inherently beneficial public purpose notwithstanding that the City's impact analysis, on file with the Office of the City Clerk, that indicates that the amount of the service charge will not support the cost of providing municipal services to the Project; and

**WHEREAS**, Mayor Steven M. Fulop has reviewed the application and recommends approval of the tax exemption by the Municipal Council.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. The application of Genesis Ocean Urban Renewal Associates, LLC is a qualified Urban Renewal Entity under the New Jersey Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. is hereby approved, subject to the following terms and conditions:

- (a) Term: 30 years;
- (b) Service Charge: 6.28 % of Annual Gross Revenue, estimated to be \$32,156 or approximately \$502 per unit and 10% of Annual Gross Revenue for the commercial retail space, estimated to be \$2,070;
- (c) Administrative Fee: 0.5% of the prior year's Annual Service Charge;



**AN ORDINANCE: 1) APPROVING A 30 YEAR TAX EXEMPTION FOR AN AFFORDABLE HOUSING PROJECT AT 441, 443, 445, 447, 449, 451-457 OCEAN AVENUE AND 79-81 DWIGHT STREET, FOR GENESIS OCEAN URBAN RENEWAL ASSOCIATES LLC, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW, N.J.S.A. 40A:20-1 ET SEQ. AND 2) RESCINDING ALL PRIOR ORDINANCES (11-101, 13-098 AND 14-012) THAT APPROVED OR AMENDED TAX EXEMPTIONS FOR THE PROPERTY**

- (d) County Payment: 5% of the Annual Service Charge to the City for remittance by the City to Hudson County;
- (e) Project: 64 units of affordable residential rental, 2,000 square feet of commercial retail space, and 22 on-site parking spaces; and
- (f) Property: Block 25804, Lots 23, 22, 21, 20, 19, 18 and 17, on City's Tax map and more commonly known by the street addresses of 441, 443, 445, 447, 449, 451-457 Ocean Avenue and 79-81 Dwight Street, respectively, Jersey City, New Jersey.

2. The Mayor or Business Administrator is authorized to execute a tax exemption Financial Agreement, which includes a Project Employment and Contracting Agreement in substantially the forms on file in the Office of the City Clerk, subject to such modification as the Business Administrator and Corporation Counsel deems appropriate or necessary.

3. This Ordinance will sunset and the Tax Exemption will terminate by operation of law, unless construction of the Project commences with all initial construction permits issued no later than two (2) years of the adoption of the within Ordinance.

4. The closing of the sale of the Property shall take place and the deed shall be recorded within sixty (60) days of adoption of the herein Ordinance and the Entity shall provide proof thereof to the City, or the tax abatement will terminate and this Ordinance will be rescinded unless otherwise extended at the City's sole discretion.

5. All ordinances and parts of ordinances inconsistent herewith, including but not limited to Ordinances 11-101, 13-098, and 14-012 are hereby repealed.

6. The Financial Agreement shall be executed by the Entity no later than 90 days following adoption of the within Ordinance unless otherwise extended at the City's sole discretion. Failure to comply shall result in a repeal of the herein Ordinance and the tax exemption will be voided.

7. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

8. This ordinance shall take effect at the time and in the manner provided by law.

9. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material is new; therefore underlining has been omitted.  
For purposes of advertising only, new matter is indicated  
by **bold face** and repealed matter by *italic*.

JJH 6/17/15

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐  
Not Required ☐

## **RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Ordinance/Resolution**

**AN ORDINANCE APPROVING A 30 YEAR TAX EXEMPTION FOR A LOW INCOME AFFORDABLE HOUSING PROJECT INCLUDING RETAIL SPACE, AT THE ADDRESS MORE COMMONLY KNOWN BY THE STREET ADDRESSES OF 441, 443, 445, 447, 449, 451-457 OCEAN AVENUE AND 79-81 DWIGHT STREET, TO BE CONSTRUCTED BY GENESIS OCEAN URBAN RENEWAL ASSOCIATES LLC, UNDER THE LONG TERM TAX EXEMPTION LAW, N.J.S.A. 40A:20-1 ET SEQ.**

### **Initiator**

Department/Division	Mayor's Office	
Name/Title	Marcos Vigil	Deputy Mayor
Phone/email	(201) 547-5200	mvigil@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Resolution Purpose**

Genesis Ocean Urban Renewal Associates, LLC, is the contract purchaser of certain property known as: Block 25804, Lots 23, 22, 21, 20, 19, 18 and 17, on City's Tax map and more commonly known by the street addresses of 441, 443, 445, 447, 449, 451-457 Ocean Avenue and 79-81 Dwight Street, respectively, Jersey City, New Jersey, within the boundaries of the Turnkey Redevelopment Plan Area.

The Entity has filed an application for a new tax exemption under the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., in order to enable the Entity to maximize their eligibility for low income housing tax credits to finance the project.

The Entity seeks to pay 6.28% of Annual Gross Revenue from the affordable residential units or \$32,156 a year and 10% of Annual Gross Revenue from the commercial, retail space or \$2,070 for an estimated total annual service charge of \$34,226.

The Entity had previously applied for and had been awarded tax exemptions under the New Jersey Mortgage Financing and Housing Law, N.J.S.A. 55:14K-1 et seq. All previous ordinances and parts of ordinances concerning prior tax exemptions for this Entity and Project, including but not limited to Ordinances 11-101, 13-098, and 14-012 are hereby repealed.

Genesis Ocean Urban Renewal Associates, LLC

1. Ownership disclosure certification
2. Fiscal Impact Cost Projection
3. Good Faith estimate of rental income/condo
4. Projected construction costs
5. Schedule of ASC over the abatement
6. Tax Assessor spreadsheet
7. Projection of sales price for condos (n/a)
8. Memorandum from Al Cameron to the Law Department
9. Financial Agreement (attached to the Ordinance)

## EXHIBIT 15

### DISCLOSURE STATEMENT

NAME OF ENTITY: Genesis Ocean Urban Renewal Associates, LLC

PRINCIPAL PLACE OF BUSINESS: 594 Broadway, Suite 804  
New York, NY 10012

NAME OF REGISTERED AGENT: George L. Garcia, Esq.

ADDRESS: 30 Montgomery Street, 15<sup>th</sup> Floor  
Jersey City, NJ 07302

#### Entity Corporate Structure

#### Genesis Ocean Urban Renewal Associates, LLC

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OWNED</u>
Genesis Ocean GP, LLC	594 Broadway, Suite 804 New York, NY 10012	100%

#### Genesis Ocean GP, LLC

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OWNED</u>
Karim Hutson	594 Broadway, Suite 804 New York, NY 10012	100%

Please find below a list of other properties in which Karim Hutson, the sole owner of Genesis Ocean GP, LLC, has any interest with or without Financial Agreements in the City of Jersey City.

<u>NAME</u>	<u>ADDRESS OF PROPERTY OWNED</u>	<u>PERCENTAGE OWNED</u>
Genesis MLK Partners, LLC	450 Martin Luther King, Jr. Drive Jersey City, New Jersey	0.01%

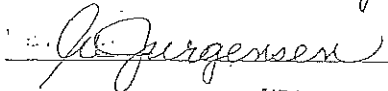
The Applicant certifies that the above represents the names(s) and address(es) of all stock holders or partners of a 10% or greater interest in the above corporation or partnership. The Applicant further certifies that the entity holds no other properties in the City of Jersey City. The Applicant, being the developer of the Project, further certifies to the City of Jersey City that all information contained in this Disclosure is true and correct.

Genesis Ocean Urban Renewal  
Associates, LLC

  
By: Nicole Lockett, Secretary

Sworn Before me this

1st day of May, 2015



AIDA JURGENSEN  
A Notary Public of New Jersey  
My Commission Expires 06/29/2015

13028442(21345.026)

**FISCAL IMPACT COST PROJECTION (MARKET RATE RENTAL UNITS - TIER 5 - 30 YEAR)**

Block: 25804 Lot: 17 - 23 Loc: 79-81 Dwight Street; 445, 447, 449, 451-457 Ocean Avenue

Affordable Housing Rental Units		Demographic Multipliers (Transit Oriented Development)*				Annual Expenditures		Total Annual Expenditures		
Planned Development	Number of Units	Household	Students	Residents	Students	Per Capita Municipal	Per Pupil Per School District	Municipal	School District	Total
1 Bedroom	8	1,421	0.050	11.37	0.40	\$1,163.68	\$3,445.00	\$13,228.73	\$1,378.00	\$14,606.73
2 Bedroom	44	2,012	0.120	88.53	5.28	\$1,163.68	\$3,445.00	\$103,018.40	\$18,189.60	\$121,208.00
3 Bedroom	12	2,798	0.560	33.58	6.72	\$1,163.68	\$3,445.00	\$39,071.77	\$23,150.40	\$62,222.17
<b>TOTAL</b>	<b>64</b>			<b>133.47</b>	<b>12.40</b>			<b>\$155,318.90</b>	<b>\$42,718.00</b>	<b>\$198,036.90</b>

1. Total Municipal Ratables	\$5,916,171,471	4. CY 2014 Budget	\$516,641,147	6. Population of Jersey City (2010 Census)	247,597	9. Increase in Services Incurred Per Development	\$ 198,036.90
2. Residential Ratables	\$3,299,371,882			7. Per Capita Municipal Cost	\$1,163.68	10. Anticipated Gross PILOT 1st Year	6.28% Res \$ 32,156.00
Commercial Ratables	\$1,439,637,425					10% Comm	2,070.00
						0.5% Admin	171.13
3. Residential Ratables as a Percentage of Total Ratables	55.77%	5. Residential Portion	\$288,124,048	8. Annual Expenditures Per Student**	\$3,445.00	Less Land Tax (74.34)	\$ (19,254.06)
						11. 1st Year Net PILOT	\$ 15,143.07
						12. Implied Surplus (Cost)	\$ (182,893.83)

Classic Average costing approach for projecting the impact of population change and local Municipal and School District costs

\*Source: New Jersey Demographic Multipliers: Profile of the Occupants of Residential and Nonresidential Development; Lisackin, November 2005 .  
 \*\*Source: 2014-2015 Jersey City Municipal Cost Per Pupil

# EXHIBIT 8

## Residential

One Bedroom	\$	34,476
Two Bedroom	\$	383,880
Three Bedroom	\$	132,228
Other-Commercial	\$	17,500
Other-Laundry	\$	3,200
Total Gross Income	\$	571,284

Less Residential Vacancy (7%)	\$	(38,541)
Less Commercial Vacancy (15%)	\$	(2,625)

Total Net Income	\$	530,118
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## Operating Expenses

Administrative	\$	38,716	
Salaries	\$	102,500	
Maintenance & Repairs	\$	22,000	
Maintenance Contracts	\$	27,467	
Utilities	\$	96,000	
Management Fee	\$	38,400	
Insurance	\$	48,000	
P.I.L.O.T. on Residential Income	\$	32,156	6.28%
P.I.L.O.T. on Commercial Income	\$	2,070	10%
Reserve for Repair and Replacement	\$	28,160	
Total Operating Expenses	\$	435,469	

Net Operating Income Before Debt Service and Taxes	\$	94,649
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1982-1983	1983-1984	1984-1985	1985-1986	1986-1987	1987-1988	1988-1989	1989-1990	1990-1991	1991-1992	1992-1993	1993-1994	1994-1995	1995-1996	1996-1997	1997-1998	1998-1999	1999-2000	2000-2001	2001-2002	2002-2003	2003-2004	2004-2005	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2034-2035	2035-2036	2036-2037	2037-2038	2038-2039	2039-2040	2040-2041	2041-2042	2042-2043	2043-2044	2044-2045	2045-2046	2046-2047	2047-2048	2048-2049	2049-2050	2050-2051	2051-2052	2052-2053	2053-2054	2054-2055	2055-2056	2056-2057	2057-2058	2058-2059	2059-2060	2060-2061	2061-2062	2062-2063	2063-2064	2064-2065	2065-2066	2066-2067	2067-2068	2068-2069	2069-2070	2070-2071	2071-2072	2072-2073	2073-2074	2074-2075	2075-2076	2076-2077	2077-2078	2078-2079	2079-2080	2080-2081	2081-2082	2082-2083	2083-2084	2084-2085	2085-2086	2086-2087	2087-2088	2088-2089	2089-2090	2090-2091	2091-2092	2092-2093	2093-2094	2094-2095	2095-2096	2096-2097	2097-2098	2098-2099	2099-2100	2100-2101	2101-2102	2102-2103	2103-2104	2104-2105	2105-2106	2106-2107	2107-2108	2108-2109	2109-2110	2110-2111	2111-2112	2112-2113	2113-2114	2114-2115	2115-2116	2116-2117	2117-2118	2118-2119	2119-2120	2120-2121	2121-2122	2122-2123	2123-2124	2124-2125	2125-2126	2126-2127	2127-2128	2128-2129	2129-2130	2130-2131	2131-2132	2132-2133	2133-2134	2134-2135	2135-2136	2136-2137	2137-2138	2138-2139	2139-2140	2140-2141	2141-2142	2142-2143	2143-2144	2144-2145	2145-2146	2146-2147	2147-2148	2148-2149	2149-2150	2150-2151	2151-2152	2152-2153	2153-2154	2154-2155	2155-2156	2156-2157	2157-2158	2158-2159	2159-2160	2160-2161	2161-2162	2162-2163	2163-2164	2164-2165	2165-2166	2166-2167	2167-2168	2168-2169	2169-2170	2170-2171	2171-2172	2172-2173	2173-2174	2174-2175	2175-2176	2176-2177	2177-2178	2178-2179	2179-2180	2180-2181	2181-2182	2182-2183	2183-2184	2184-2185	2185-2186	2186-2187	2187-2188	2188-2189	2189-2190	2190-2191	2191-2192	2192-2193	2193-2194	2194-2195	2195-2196	2196-2197	2197-2198	2198-2199	2199-2200	2200-2201	2201-2202	2202-2203	2203-2204	2204-2205	2205-2206	2206-2207	2207-2208	2208-2209	2209-2210	2210-2211	2211-2212	2212-2213	2213-2214	2214-2215	2215-2216	2216-2217	2217-2218	2218-2219	2219-2220	2220-2221	2221-2222	2222-2223	2223-2224	2224-2225	2225-2226	2226-2227	2227-2228	2228-2229	2229-2230	2230-2231	2231-2232	2232-2233	2233-2234	2234-2235	2235-2236	2236-2237	2237-2238	2238-2239	2239-2240	2240-2241	2241-2242	2242-2243	2243-2244	2244-2245	2245-2246	2246-2247	2247-2248	2248-2249	2249-2250	2250-2251	2251-2252	2252-2253	2253-2254	2254-
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DRIFT - by discriminating patients only and excluding others  
MULTIFACTORIAL CRASH FLOW!

DATE OF BIRTH	01 JAN 1940
ISSUE NO	00001
ISSUE DATE	01 JAN 1940
ISSUE BY	00001

1947	1948	1949	1950	1951	1952	1953	1954	1955	1956	1957	1958	1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401
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EXHIBIT 6

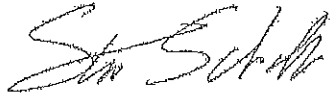
TOTAL PROJECT COST-40A:20-3(h) as amended

a.	Cost of land and improvements	\$ 50,000
b.	Architects, engineers, attorneys, and accounting fees (paid or payable) in connection with the planning, construction and financing of the Project,	\$ 872,638
c.	Surveying and testing charges	\$ 75,000
d.	Projected construction cost preliminary contractor bids including site preparation	\$13,459,145
e.	Insurance, interest and finance costs during construction	\$ 938,750
f.	Cost of obtaining initial permanent financing	\$ 963,853
g.	Commissions and other expenses payable in connection with initial lease or sale of units	\$ 121,000
h.	Real Estate taxes during construction period	\$ 60,000
i.	Developer's overhead based on a percentage of (d) above, to be computed in accordance with Percentage given in law (40A:20-3(h))	<u>\$ 1,641,510</u>
	TOTAL	\$ 18,181,896

EXHIBIT D-1

TOTAL PROJECT COST ARCHITECT'S CERTIFICATION

I, Stephen L. Schoch, the architect for the Applicant, do certify that, to the best of my knowledge and belief, Exhibit 6 accurately reflects the estimated construction cost of the Project as of the date hereof.



\_\_\_\_\_  
Stephen L. Schoch, AIA

05/01/15

\_\_\_\_\_  
Date

SERVICE CHARGE VS CONVENTIONAL GENESIS OCEAN UR  
 \*ASSUMING 74.34 TAX RATE WITH 2% ANNUAL INCREASE

NEW ASSESSMENTS BASED ON TAX ASSESSOR ANALYSIS

LAND	259,000	COUNTY	0%	EXISTING ASSESSMENT	388,000
BLDG	1,008,200	ADMIN	0.50%		
TOTAL	1,267,200			PROJECTED SERVICE CHARGE (1ST YEAR)	34,226

YEAR	ASC w/ Phase-In Less Land Tax Credit	ASC w/ 2% Annual Increase	ASC w/ 2% Annual Increase & Phase-In	County (0%)	Admin (0.5%)	Estimated Conventional Taxes On New Assessment	Staged Adj Rate	% of Conv.	Conventional Taxes at 51% (Estimated)	Current Taxes On Existing Assessment	Land Tax
1	14,972	34,226	34,226	-	171	94,204			48,044	28,844	19,254
2	15,271	34,911	34,911	-	175	96,088			49,005	29,421	19,639
3	15,577	35,609	35,609	-	178	98,009			49,985	30,009	20,032
4	15,888	36,321	36,321	-	182	99,970			50,985	30,609	20,433
5	16,206	37,047	37,047	-	185	101,969			52,004	31,222	20,841
6	16,530	37,788	37,788	-	189	104,008			53,044	31,846	21,258
7	16,861	38,544	38,544	-	193	106,089			54,105	32,483	21,683
8	17,198	39,315	39,315	-	197	108,210			55,187	33,133	22,117
9	17,542	40,101	40,101	-	201	110,375			56,291	33,795	22,559
10	17,893	40,903	40,903	-	205	112,582	20%	22,516	57,417	34,471	23,010
11	18,251	41,721	41,721	-	209	114,834	20%	22,967	58,565	35,161	23,471
12	18,616	42,556	42,556	-	213	117,130	20%	23,426	59,737	35,864	23,940
13	18,988	43,407	43,407	-	217	119,473	20%	23,895	60,931	36,581	24,419
14	23,838	44,275	48,745	-	244	121,862	40%	48,745	62,150	37,313	24,907
15	24,315	45,160	49,720	-	249	124,300	40%	49,720	63,393	38,059	25,405
16	24,801	46,064	50,714	-	254	126,786	40%	50,714	64,661	38,820	25,913
17	25,297	46,985	51,729	-	259	129,321	40%	51,729	65,954	39,597	26,432
18	52,184	47,925	79,145	-	396	131,908	60%	79,145	67,273	40,988	26,960
19	53,228	48,883	80,728	-	404	134,546	60%	80,728	68,618	41,196	27,500
20	54,293	49,861	82,342	-	412	137,237	60%	82,342	69,991	42,020	28,050
21	55,378	50,858	83,989	-	420	139,982	60%	83,989	71,391	42,861	28,611
22	85,042	51,875	114,225	-	571	142,781	80%	114,225	72,818	43,718	29,183
23	86,743	52,913	116,510	-	583	145,637	80%	116,510	74,275	44,592	29,766
24	88,478	53,971	118,840	-	594	148,550	80%	118,840	75,760	45,484	30,362
25	90,248	55,050	121,217	-	606	151,521	80%	121,217	77,276	46,394	30,969
26	92,053	56,151	123,641	-	618	154,551	80%	123,641	78,821	47,322	31,588
27	93,894	57,274	126,114	-	631	157,642	80%	126,114	80,397	48,268	32,220
28	95,771	58,420	128,636	-	643	160,795	80%	128,636	82,005	49,233	32,864
29	97,687	59,588	131,209	-	656	164,011	80%	131,209	83,646	50,218	33,522
30	99,641	60,780	133,833	-	669	167,291	80%	133,833	85,318	51,222	34,192
TOTAL	1,362,683	1,388,483	2,143,783	-	10,719	3,821,661		1,734,138	1,949,047	1,170,142	781,100

ASC phase-in reflects annual 2% increase in conventional taxes AND Gross Rents  
 Projected figures subject to rounding discrepancies

GENESIS OCEAN URBAN RENEWAL ASSOCIATES, LLC  
 BLOCK 25804 Lot 17.01  
 455 Ocean Avenue

Block	Lot		Existing Prorated (subdvi.)	New Assessments	Good Faith ASC	Land Tax	Bldg. Assmt (Phased-In)
25804	17.01	Land	259,000	259,000			
		Bldg	129,000	1,008,200	34,226		1,008,200
		Total	388,000	1,267,200	34,226		1,008,200

Est. In-Lieu of Full Conventional Property Tax, An Amount Equal  
 To A Percentage Of Taxes Otherwise Due On The Land and  
 New Improvement According To The Following Schedule;

Stages					Annual Taxes (Land & Bldg)
1	From the 1st day of the month following substantial completion until the last day of the 9th year, the ASC shall be at 6.28% on residential units 10% on retail;	\$	34,226	\$19,254	19,254
2	Beginning on the 1st day of the 10th year and the last day of the 13th year of substantial completion, an amount equal to the greater of the ASC at 6.28% on residential units plus 10% on retail unit or 20% of the amount of taxes otherwise due;	\$	34,226	\$19,254	\$ 34,244
3	Beginning on the 1st day of the 14th year and the last day of the 17th year of substantial completion, an amount equal to the greater of the ASC at 6.28% on residential units plus 10% on retail unit or 40% of the amount of taxes otherwise due;	\$	34,226	\$19,254	\$ 49,234
4	Beginning on the 1st day of the 18th year and the last day of the 21st year of substantial completion, an amount equal to the greater of the ASC at 6.28% on residential units plus 10% on retail unit or 60% of the amount of taxes otherwise due;	\$	34,226	\$19,254	\$ 61,804
5	Beginning on the 1st day of the 22nd year and the last day of the 30th year of substantial completion, an amount equal to the greater of the ASC at 6.28% on residential units plus 10% on retail unit or 80% of the amount of taxes otherwise due;	\$	34,226	\$19,254	\$ 79,214
	Yearly Land and Improvement Tax				\$ 94,204
6/8/2015	(Based on 2014 tax rate o \$74.34 & 30.02% Assessment Ratio)				

## MULTIFAMILY CASH FLOW

[illegible]

**Fig. 3** Time to maximum ( $t_{max}$ ) and area under the curve (AUC) for the 100 mg and 200 mg doses of the test and reference formulations

DATE: June 17, 2015

TO: Diana Jeffery (for Distribution to City Council & City Clerk)

FROM: Al Cameron, Fiscal Officer Tax Collector's Office

SUBJECT: THIRTY YEAR TAX ABATEMENT APPLICATION: Genesis Ocean Urban  
Renewal Associates, LLC – 79-81 Dwight Street; 445, 447, 449, 451-457  
Ocean Avenue – Block 25804 Lots 17,18,19,20,21, 22 & 23

CC: M. Cosgrove, E. Borja, E. Toloza, J. Monahan, H. Espinal, M. Vigil, G. Corrado,

INTRODUCTION:

The applicant, Genesis Ocean Urban Renewal Associates, LLC has applied for a Thirty (30) Year tax abatement under N.J.S.A. 40A:20-1 et seq. The Entity will develop sixty-four (64) affordable units and 2,000 square feet of commercial space on the property. Neither an application fee nor an Affordable Housing Trust Contribution is required.

LOCATION OF THE PROPERTY:

The project will front on Ocean Avenue and be bounded by Fulton and Dwight Streets. The property is known 79-81 Dwight Street 445, 447, 449, 451-457 Ocean Avenue and consists of Block 25804 Lots 17, 18,19,20,21, 22 & 23.

ABATEMENT REQUESTED:

The applicant proposes a rate of six point two eight percent 6.28% for the affordable units and a rate of ten percent (10%) for the commercial units. In addition an annual administrative fee at the rate of one half of one Percent (0.5%) would be required.

PROJECT TO BE CONSTRUCTED:

The project will be a five (5) story mixed use building with sixty-four (64) affordable residential units, twenty-two parking spaces and two (2) commercial units totaling approximately 2,000 square feet. Twenty-two (22) residential units will be moderate income, thirty-six (36) units will be low income and six (6) will be very low income. The sixty-four (64) residential units will consist of the following:

<u>Unit Type</u>	<u>Number of Units</u>
One Bedroom	8
Two Bedroom	44
Three Bedroom	12
Total	<u>64</u>

#### TOTAL PROJECT AND CONSTRUCTION COST:

The estimated total project cost is \$18,181,896. The estimated construction cost certified by Stephen L. Schoch, the applicant's architect is \$13,459,145.

#### CONSTRUCTION SCHEDULE:

The applicant estimates beginning construction on within six (6) months of approval or the abatement application. Since the project is dependent upon the award of Low Income Housing Tax Credits this may be overly optimistic. Completion is expected within twenty-four (24) months from commencement.

#### ESTIMATED JOBS CREATED:

The applicant estimates that there will be one hundred (100) jobs during construction. The Applicant projects a total of four (4) full time equivalent post construction management and service jobs. The applicant will execute a Project Employment and Contracting Agreement. A Project Labor Agreement is not required.

#### CURRENT REAL ESTATE TAXES:

The Assessor states that the properties which are mostly exempt will be required to be removed from the exempt category and charged land tax. Based upon the revenue estimates from the Applicant the Assessor sets the consolidated land assessments at \$259,000 and the assessments of the improvements at \$1,008,200 for the land and property for the one hundred and twenty-six units. At the current tax rate of \$74.34 the land tax would be \$19,254 and the tax on improvements would be \$94,204.

The Applicant's estimated annual billing for the ASC for 2016 is \$34,226. This should define the Minimum Annual Service Charge.

#### REVENUE TO THE CITY:

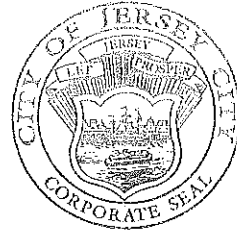
The applicant proposes to pay six point two eight percent (6.28%) of Annual Gross Revenue for the affordable units and ten percent (10%) for the commercial units. Based upon the projected gross revenue in year 2016 the annual service charge would be approximately \$34,226. In addition the project will pay one half of one percent (0.5%) of the annual service charge as an administrative fee to the City of \$171.



City Clerk File No. Ord. 15.095

Agenda No. 3.H 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.095

TITLE:

AN ORDINANCE IMPLEMENTING CHAPTER 6 (BUSINESS LICENSES OR PERMITS), ARTICLE 1 (WAGE THEFT PREVENTION) OF THE JERSEY CITY MUNICIPAL CODE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:

WHEREAS, the City of Jersey City has found that certain employees working in business establishments throughout the City have experienced various degrees of misuse and abuse by their employers in the workplace, and on many occasions, are either substantially underpaid or go unpaid by their employers; and

WHEREAS, many employees have limited or no resources for proper recourse to obtain unpaid wages from their employers; and

WHEREAS, as a consequence, the financial losses incurred by employees working throughout the City due to underpaid or unpaid wages have a negative economic impact on the City and its local economy; and

WHEREAS, the Municipal Council is desirous of enhancing certain provision of the General Ordinances of the City of Jersey City to increase greater accountability among business establishments by imposing stiffer penalties for those establishments that engage in such unfair practices.

NOW, THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, NEW JERSEY, THAT:

A. The following implementation to Chapter 6 (Business Licenses or Permits), Article 1 (Wage Theft Prevention) are hereby adopted:

### BUSINESS LICENSES OR PERMITS

#### ARTICLE 1

#### Wage Theft Prevention

##### §1-1. Definitions.

In this Chapter, the following words and phrases shall have the meanings stated in this Section unless the context otherwise requires:

A. "License" shall mean any business license or permit issued by the municipality as authorized by N.J.S.A. 40:52-1.

B. "Wage Theft" shall mean having been found guilty, liable or responsible in any judicial or administrative proceeding for unpaid wages in violation of the New Jersey State Wage and Hour Law (N.J.S.A. 34:11-56a et. seq.), the New Jersey State Wage Payment Law (N.J.S.A. 34:11-4.1 et. seq.) The

**AN ORDINANCE IMPLEMENTING CHAPTER 6 (BUSINESS LICENSES OR PERMITS), ARTICLE 1 (WAGE THEFT PREVENTION) OF THE JERSEY CITY MUNICIPAL CODE TO PREVENT THE ISSUANCE OR ENABLE SUSPENSION OF BUSINESS LICENSES TO ENTITIES LIABLE FOR WAGE THEFT WITHIN THE CITY OF JERSEY CITY**

Hudson County Living Wage Ordinance (No. 363-6-2014, 364-6-2014, 365-6-2014 and P.L. 1977, C. 33.), N.J.S.A. 2C:40A-2, the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* Section 3-76c of Jersey City Municipal Code or any other federal or state law related to the payment of wages or the collection of debt owed to unpaid wages.

**§1-2. Grounds for denial of license renewal.**

A. Notwithstanding any provision to the contrary, wage theft is understood to have such an effect on the public morals and welfare that no license shall be issued or renewed to an applicant, licensee, or business entity that has been found liable of a wage theft violation which has not been cured by compliance with the Order or Decision of the judicial, governmental, or administrative entity determining the same, within ninety (90) days of any final judgment, inclusive of any appeal.

**§1-3. Ground for denial of license transfer.**

No license shall be transferred to or from an applicant, licensee or business entity that has been found liable of violation which has not been cured by compliance with the Order or Decision of the judicial, governmental, or administrative entity determining the same.

**§1-4. Application for license and renewal; investigation of applicants and licensees.**

A. At the time of its initial application and application for renewal of its license, each applicant shall certify under penalty of perjury whether applicant has been found guilty or liable of wage theft during the prior twenty (24) months; the dates, location, and nature of such wage theft; efforts by the applicant to cure such wage theft violation; and the ultimate disposition of any wage theft violations. The City shall maintain copies of the applications and certifications for the purpose of complying with this ordinance.

B. If the City is made aware of adjudications of wage theft against applicants or existing licensees, whether at the time of an initial application for a license, an application for renewal of its license, or after the issuance of the license, the City Department or Division responsible for issuing the subject license shall (1) obtain a copy of any Order or decision of the judicial, governmental, or administrative entity finding that a wage theft violation has occurred; (2) determine whether ninety (90) days of any final judgment, inclusive of any appeal, have elapsed; and (3) request that the license or applicant provide documentation of its having cured the wage theft violation or appeal from any final judgment. If the City Department or Division finds that licensee or applicant has not cured the wage theft violation within ninety (90) days of any final judgment, inclusive of any appeal, then its license shall be suspended or application denied until the licensee or applicant cures the wage theft violation and provides documentation of its having cured same.

C. Any information or reports of wage theft violation occurring in the City of Jersey City shall be routed by the Resident Response Center to the appropriate City Department or Division responsible for issuing the subject license.

**§1-5. False Statements.**

A. If an applicant makes false statements, fails to report information as required in 8:32-4, or falsely certifies whether it has been found guilty or liable of wage theft in accordance with Section 5 herein, the City may seek revocation of any previously issued license or deny the application for a license or renewal.

**§1-6. Annual Review.**

A. Each year as a matter of due diligence, the Resident Center shall submit an Open Public Records Request to the New Jersey Department of Labor and Workforce Development Wage and Hour Division requesting for each licensee any wage claim forms filed against the licensee during the prior twenty-four (24) months, as well as any accompanying case files, judgments, or determinations.

**AN ORDINANCE IMPLEMENTING CHAPTER 6 (BUSINESS LICENSES OR PERMITS), ARTICLE 1 (WAGE THEFT PREVENTION) OF THE JERSEY CITY MUNICIPAL CODE TO PREVENT THE ISSUANCE OR ENABLE SUSPENSION OF BUSINESS LICENSES TO ENTITIES LIABLE FOR WAGE THEFT WITHIN THE CITY OF JERSEY CITY**

The Resident Response Center shall (1) obtain a copy of any Order or decision of the judicial, governmental, or administrative entity finding that a wage theft violation has occurred; (2) determine whether ninety (90) days of any final judgment, inclusive of any appeal, have elapsed. If so, the name of each such licensee shall be forwarded to the appropriate City Department or Division responsible for issuing its license for disposition in accordance with Section 5 herein.

**§1-7. Repealer.**

A. All ordinances and provisions thereof inconsistent or conflicting with the provisions of this ordinance shall be repealed to the extent of such conflict or inconsistency.

**§1-8. Severability.**

If any paragraph or provision of this ordinance shall be adjudicated invalid or unenforceable, such determination shall not, to the extent severable, affect any other paragraph or provision of this ordinance, which shall otherwise remain in full force and effect.

**§1-9. Effective Date.**

This chapter shall take effect on October 1, 2015.

B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

C. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

D. This ordinance shall take effect at the time and in the manner as provided by law.

E. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

Note: All material is new so underlining has been omitted.

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

## RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### Full Title of Ordinance/Resolution

**AN ORDINANCE IMPLEMENTING CHAPTER 6 (BUSINESS LICENSES OR PERMITS), ARTICLE 1 (WAGE THEFT PREVENTION) OF THE JERSEY CITY MUNICIPAL CODE**

### Initiator

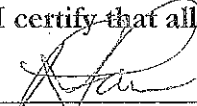
Department/Division	Municipal Council	
Name/Title	Rolando R. Lavarro, Jr. Council Pres.	
Phone/email	X5268	rlavarro@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### Resolution Purpose

Under this ordinance, the City of Jersey City, pursuant to its municipal licensing authority under N.J.S.A. 40:52-1, shall have the power to deny or suspend business licenses to any business entity doing business in the City, where the business entity has been found liable of wage theft and failed to cure same within ninety (90) of any final judgment, inclusive of any appeal. The license application may proceed or suspension lifted once the business entity certified that it has cured the wage theft violation. The term "wage theft" is defined in the proposed ordinance as having been found guilty, liable or responsible in any judicial or administrative proceeding for unpaid wages in violation of federal, state, or local wage and hour laws.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

6/18/2015  
\_\_\_\_\_  
Date

City Clerk File No. Ord. 15.096

Agenda No. 3.1 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## **ORDINANCE OF JERSEY CITY, N.J.**

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

**CITY ORDINANCE 15.096**

**TITLE:**

### **ORDINANCE IMPLEMENTING CHAPTER 67 (PEDESTRIAN MALLS), ARTICLE 1 (NEWARK AVENUE PEDESTRIAN MALL)**

#### **THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:**

- A. The following implementation to Chapter 67 (Pedestrian Malls) Article 1 (Newark Avenue Pedestrian Mall) are hereby adopted:

#### **PEDESTRIAN MALLS ARTICLE 1 Newark Avenue Pedestrian Mall**

##### **§1-1. Definitions.**

The following terms shall have the meanings indicated:

- A. "Pedestrian Mall" or "Pedestrian Mall Improvement" or "Pedestrian Plaza" or "Mall": Pursuant to N.J.S.A. 40:56-65 et seq., any local improvement designed to be used primarily for the movement, safety, convenience and enjoyment of pedestrians, whether or not a part of a street is set apart for roadway or emergency vehicles, transit vehicles and private vehicles, or any of them. A Pedestrian Mall Improvement shall include but not be limited to pedestrian thoroughfares, perimeter parking, public seating, park areas, outdoor cafes, shelters, trees, flower plantings, sculpture, newsstands, telephone booths, traffic signs, kiosks, fire hydrants, street lighting, ornamental signs, ornamental lights, trash receptacles, display cases, marquees, awnings, canopies, overhead radiant heating fixtures, underground radiant heating pipes and devices, walls, bollards and chains and all such other fixtures, equipment, facilities and appurtenances which in the judgment of the governing body of a municipality will enhance the movement, safety, convenience and enjoyment of pedestrians and benefit the municipality and adjoining properties.

##### **§1-2. Findings.**

- A. The Mayor and Council find and declare:
- (1) The City of Jersey City may undertake development and maintenance of a Pedestrian Mall as a local improvement pursuant to this act and provisions of N.J.S.A. 40:56-69 et seq.
  - (2) That a Newark Avenue Pedestrian Mall will enhance the movement, safety, convenience and enjoyment of pedestrians.
  - (3) That Newark Avenue between Christopher Columbus Drive and Erie Street is not a part of any state highway, is located primarily in a business district and is improved to its maximum feasible width with regard to adjoining buildings and improvements.

**ORDINANCE IMPLEMENTING CHAPTER 67 (PEDESTRIAN MALLS), ARTICLE 1  
(NEWARK AVENUE PEDESTRIAN MALL)**

- (4) That a reasonably convenient alternate route to other parts of the City and state exist for private vehicles.
- (5) That continued unlimited use of the street or part thereof by private vehicles may constitute a hazard to the health and safety of pedestrians.
- (6) That abutting properties can reasonably and adequately be provided with emergency vehicular services and receive and deliver merchandise and materials from other streets and alleys or by provisions for limited use of the streets by emergency vehicles and carriers of such merchandise and materials.
- (7) That it is in the best interests of the City and the public and of benefit to adjacent properties to use such street primarily for pedestrian purposes, and that pedestrian use is determined to be the highest and best use of such street or part thereof.

**§1-3. Limitations.**

- A. A Pedestrian Mall shall be created on the following street(s) or portion thereof:
  - (1) **Newark Avenue, between Christopher Columbus Drive and Erie Street**, as indicated on the street map on file in the office of the City Clerk.
- B. The use of the surface of the above described portion of Newark Avenue shall be limited at all times to pedestrians and also emergency, public works, and other maintenance and service vehicles as required, as well as other vehicles explicitly permitted by the City under §1-4 below.
- C. The Business Administrator shall maintain a Newark Avenue Pedestrian Mall Operating Plan that shall contain rules and regulations regarding the specific permitted uses of the Mall, including but not limited to special events, food and beverage service, and improvements and maintenance of the Mall. See §1-4 below.
- D. There shall be no limit of vehicular use on either Grove Street, Christopher Columbus Drive, or Erie Street.
- E. The City acknowledges that there is access to other streets for delivery of or receiving merchandise or materials.

**§1-4. Uses of pedestrian mall; control and regulation.**

- A. Under the direction of the Mayor and governing body, a Pedestrian Mall may be used for any purpose or activity which will enhance the movement, safety, convenience or enjoyment of pedestrians, subject to the limitations set forth in this section.
- B. The Business Administrator shall maintain a Pedestrian Mall Operating Plan, to be enforced by the Department of Public Safety and the Division of Commerce, that will provide for the control and regulation of:
  - (1) The distribution and location of movable furniture, sculpture or pedestrian traffic control devices, landscaping and other facilities belonging to the Mall and not otherwise located or fixed by plans and specifications.
  - (2) The uses to be permitted on the Mall by occupants of abutting property, including but not limited to transit or telephone utilities and other concessionaires.
  - (3) The issuance of permits to conduct any special activity(ies) or operation(s) consistent with the broad purposes of the Mall, subject to the limitations set forth in this section.

**ORDINANCE IMPLEMENTING CHAPTER 67 (PEDESTRIAN MALLS), ARTICLE 1  
(NEWARK AVENUE PEDESTRIAN MALL)**

- (4) The operation of any heating or other facilities and replacing landscaping and maintaining furniture and facilities in the Mall.
- (5) The designation of parking spaces and/or other specifically reserved uses of the Mall or portions thereof.
- (6) Pursuant to N.J.S.A. 40:56-69 et seq., the regulation of a limited amount of local vehicle traffic in order to allow for deliveries, pickups and/or drop-offs of business patrons or employees, and/or other loading and unloading of personnel, materials, or other goods to be used directly or indirectly by a business and/or residence along the Pedestrian Mall.

C. The following minimum restrictions and regulations shall be in effect at all times within the Mall and shall be noted in the Pedestrian Mall Operating Plan:

- (1) Any person(s) creating undue amounts of noise, waste, and/or a potentially dangerous or threatening environment for any Mall patrons will be subject to removal from the Pedestrian Mall and subject to additional penalties allowed by law, if applicable.
- (2) No person may loiter in the Pedestrian Mall between the hours of 11:00 P.M. and 6:00 A.M., whether or not that person is making use of any Pedestrian Mall public seating, fixtures, or any other Pedestrian Mall features. Any person in violation of this section will be subject to removal from the Pedestrian Mall in addition to any other penalties allowed by law.
- 3) Amplified music or other amplified sounds shall not be allowed within 50 feet of the portion of Newark Avenue between Erie Street and Grove Street (not including the portion of Newark Avenue between Grove Street and Christopher Columbus Drive). Any other limits on music or noise (including, without limitation, maximum permitted decibel levels) that would otherwise be applicable to this portion of Newark Avenue with or without the establishment of the Mall shall remain in full force and in effect within this area.

**§1-5. Notice to owners and public meeting.**

A. At least 10 days prior to the date fixed for a public hearing, a copy of the proposed ordinance and notice of the date, time and place of the hearing shall be mailed to the owners of the lots and parcels of land abutting or directly affected by the Pedestrian Mall.

B. The City shall hold a public feedback review meeting between 6 and 8 months after approval of this ordinance and full implementation and construction of the Mall. The purpose of this meeting will be to discuss issues and any possible changes and/or improvements to the Mall. This public feedback review session shall occur at City Hall. Adequate notice shall be provided to all property owners within 600 feet of any Mall boundary, the Historic Downtown Special Improvement District, the Harsimus Cove Association, and other adjacent communities and community groups.

**§1-6. Operating plan.**

A. The Mall shall be operated and maintained pursuant to the regulations and restrictions set forth in this ordinance and also the Pedestrian Mall Operating Plan maintained by the Business Administrator and also pursuant to provisions of N.J.S.A. 40:56-65 et seq.

**§1-7. Specifications for construction.**

A. The Jersey City Division of Architecture and Engineering and the Jersey City Department of Public Works shall approve the materials or combinations thereof of which the pedestrian mall

**ORDINANCE IMPLEMENTING CHAPTER 67 (PEDESTRIAN MALLS), ARTICLE 1  
(NEWARK AVENUE PEDESTRIAN MALL)**

shall be constructed if applicable. The City may in its discretion narrow any roadway to be kept and maintained in connection with any Pedestrian Mall, may cause any street vaults to be reconstructed or removed, may construct crosswalks at any point within a block and may cause the roadway to curve and meander within the limits of the street to enhance the usefulness and appearance of the Pedestrian Mall.

**§1-8. Municipal powers retained.**

A. Notwithstanding the improvement of any street as a Pedestrian Mall, the City of Jersey City shall retain all its powers relating to the street or part thereof constituting the Mall.

B. No such action shall be construed as a vacation in whole or in part; the establishment of a Pedestrian Mall is a matter of regulation only.

**§1-9. Abandonment of operation.**

A. Nothing shall prevent the City, from subsequently abandoning the operation of the Pedestrian Mall, changing special assessments or taxes for annual costs or changing or repealing any limitation on the use of the mall for a particular purpose by ordinance.

**§1-10. Procedures incident to development and maintenance.**

A. Condemnation proceedings and all other procedures incident to the development and maintenance of a Pedestrian Mall shall be authorized under N.J.S.A. 40:56-69 et seq., if required.

**§1-11. Other.**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.
- E. The Jersey City Division of Planning is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15 and N.J.S.A. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S.A. 40:55D-a16. The Clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S.A. 40:49-2.1.

Note: All matter is new therefore underlining has been omitted.

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐



# Newark Avenue Pedestrian Mall Operating Plan

*Last updated: 6-18-15*

NOTE: This plan shall be maintained by the Jersey City Business Administrator. Please contact the Department of Administration to ensure access to the most recently updated version.

## Definitions.

*"Newark Avenue Pedestrian Mall" or "Pedestrian Mall" or "Mall":* The street surface of Newark Avenue from Grove Street to Erie Street.

*"Grove Street PATH Station Plaza" or "PATH Plaza" or "Plaza":* The street surface of Newark Avenue from Christopher Columbus Drive to Grove Street, directly adjacent to the Grove Street PATH station entrance and also Duane Reade.

### I. PATH Plaza

- a. The PATH Plaza shall not be included in any of the policies and procedures referenced herein with the exception of vehicular traffic limitations as noted in the enabling ordinance and in section I of this operating plan, and also Mobile Food Vendor regulations as noted in section X of this plan. Any/all special events and/or activities occurring in the PATH Plaza shall continue with no changes.

### II. Vehicular Access

- a. The Pedestrian Mall and the PATH Plaza shall be limited at all times to pedestrians and also emergency, public works, and other maintenance and service vehicles as required, as well as other vehicles explicitly permitted in accordance with the Vehicle Access Permit policy outlined in the following sections.
- b. There shall be no limit of vehicular use on either Grove Street, Christopher Columbus Drive, or Erie Street.
- c. Vehicle Access Permits shall be granted to a limited number of authorized vehicles in order to allow for deliveries, pickups and/or drop-offs of business patrons or employees, and/or other loading and unloading of personnel, materials, or other goods to be used directly or indirectly by a business and/or residence along the Pedestrian Mall and/or the PATH Plaza.
  - i. Vehicle Access Permits shall be available for any property directly adjacent to any Pedestrian Mall and/or PATH Plaza border.
  - ii. One Vehicle Access Permit shall be made available per business and/or residence by request of the property owner and/or resident only.
  - iii. **Vehicle Access Permits will allow a single vehicle per permit to enter the Pedestrian Mall and/or PATH Plaza only between the hours of 8:00AM and 5:00PM, Monday through Friday, and between the hours 8:00AM and 2:00PM Saturday and Sunday.**

- iv. Vehicle Access Permits shall be available through the Division of Parking within the Department of Public Safety. The Director of Parking reserves the right to approve or deny any requests for Vehicle Access Permits. If an application is denied the Director of Parking shall clearly state the reason in writing for any request denials.
- v. Any vehicles utilizing a Vehicle Access Permit and entering the Pedestrian Mall and/or the PATH Plaza must not remain stationary in any portion of the Pedestrian Mall except within designated loading zones. If designated loading zones are not available, the vehicle shall not enter the Pedestrian Mall or PATH Plaza and must instead utilize peripheral loading zones or other parking spaces on nearby streets.
- vi. Vehicle Access Permits are transferrable between vehicles, but only a single vehicle will be granted access at any one time for each permit.
- vii. Vehicle Access Permits will be valid for a full calendar year and shall be renewable.
- viii. The City of Jersey City reserves the right to revoke any Vehicle Access Permit at any time.
- ix. Vehicle size is limited to any vehicle with 2 axles or less in order to minimize hazards to pedestrians. Larger vehicles must utilize peripheral loading and unloading zones on nearby streets.
- d. Permitted traffic shall enter the Pedestrian Mall only from Grove Street and must travel **one-way Westbound** from Grove Street to Erie Street, or shall enter the PATH Plaza only from Christopher Columbus Drive and must only travel **one-way Westbound** from Christopher Columbus drive to Grove Street.
- e. **Careless and/or reckless vehicle operation that threatens the safety of pedestrians** in or around the Pedestrian Mall, including but not limited to vehicle speeds over 5 M.P.H., utilizing the street as a through lane, abrupt turns or sudden vehicle movements, utilizing the Pedestrian Mall for uses other than as described herein, and blocking pedestrian and/or emergency vehicle access will be subject to applicable traffic summonses and/or may also result in revocation of Vehicle Access Permits.

### III. Pedestrian Mall Zones and Access Lane

- a. A 15 foot wide span of the street surface directly in the center of the Newark Avenue from Grove Street to Erie Street shall be designated as an "Access Lane", which shall remain clear of all permanent and/or temporary Pedestrian Mall features in order to allow for safe access for emergency vehicles and other permitted traffic. This Access Lane shall not be utilized as a through lane or for any other vehicle travel purpose not specifically approved in this plan. This lane shall not be marked as a travel lane or have any other noticeable markings so as to avoid confusion that the Pedestrian Mall may be used for general vehicle traffic purposes.
- b. The street surface from the edge of each curb extending outward to the border of the Access Lane is hereby designated as the "Mall Zone(s)".

- c. Permanent and/or temporary Pedestrian Mall features, including but not limited to planters, tables, chairs, umbrellas, pianos, benches, and other barriers, will be permitted to be installed only within the Mall Zones (see section IV for more information).
- d. Specific areas within the Mall Zones shall be designated as loading zones. These loading zones shall be a minimum length of 30 feet and shall remain clear of permanent and temporary Mall features. All loading and unloading must occur only in these zones in order to allow for other permitted and/or emergency or maintenance/service vehicle traffic to proceed.
- e. Traffic will not be permitted to remain stationary in any areas not designated as loading areas of the Mall Zone or else in the Access Lane.

#### **IV. Mall Zone Features**

- a. Any permanent and/or temporary Mall Zone Features, including but not limited to planters, tables, chairs, umbrellas, pianos, benches, and other barriers, will be permitted to be installed only within the Mall Zones.
- b. Mall Zone Features shall be installed and maintained only by the City of Jersey City.
- c. Open flames, light emitting devices, heavy machinery or other gas powered devices, and food preparation or food storage devices (including but not limited to refrigerators, freezers, stoves, microwaves, portable burners, and/or hot plates) will not be allowed within 50 feet of any Pedestrian Mall boundary or within the Pedestrian Mall during sanctioned events or any other time.
- d. All Mall Zone Features are the property of the City of Jersey City and the use of these features is at the discretion of the City of Jersey City.

#### **V. Non-motorized vehicles**

- a. Any person(s) operating any non-motorized vehicle, including but not limited to bicycles, skateboards, scooters, or rollerblades, must exercise extreme caution when utilizing the Pedestrian Mall.
- b. The maximum speed of non-motorized vehicle travel within the Pedestrian Mall is 5 miles per hour (M.P.H.).
- c. Careless and/or reckless non-motorized vehicle operation that threatens the safety of pedestrians in or around the Mall, including but not limited to speeds over 5 M.P.H., aggressive or intimidating activity, or any other operation or behavior that could be deemed dangerous for other Pedestrian Mall patrons will be subject to removal from the Pedestrian Mall and to additional penalties allowed by law, if applicable.

#### **VI. Public Safety**

- a. Any person(s) creating undue amounts of noise, waste, and/or a potentially dangerous or threatening environment for any Pedestrian Mall patrons will be subject to removal from the Pedestrian Mall and to additional penalties allowed by law, if applicable.
- b. No person may loiter in the Mall between the hours of 11:00PM and 6:00AM, whether or not that person is making use of any Pedestrian Mall public seating, fixtures, or any

other Pedestrian Mall features. Any person in violation of this section will be subject to removal from the Pedestrian Mall in addition to any other penalties allowed by law.

- c. A permanent police post of one or more officers will be assigned whenever manpower allows and during high pedestrian volume times. Posts will be assigned to the area at the discretion of the Department of Public Safety and the City Administration, which will make a good faith effort to respond to any concerns noted by the public.
- d. The Jersey City Department of Public Safety will provide directed patrols throughout the Pedestrian Mall as needed and as directed by the Department of Public Safety and the City Administration.

#### **VII. Events and activities**

- a. In addition to other applicable rules and restrictions, all events and other activities held within the Pedestrian Mall are subject to approval pursuant to any applicable special event permit rules and regulations and also by the Jersey City Office of Cultural Affairs. Regulations governing such events are subject to the standard regulations for standard public events and the limitations set forth in the Municipal Code.
- b. The Office of Cultural Affairs will provide additional oversight and make a good faith effort to ensure the number and variety of events is evenly distributed over time in order to prevent an undue burden on the local residents and/or local businesses.
- c. The Office of Cultural Affairs will notify the Historic Downtown Special Improvement District of any requests for events within the Pedestrian Mall and Cultural Affairs will collaborate with the HDSID to ensure appropriate event planning.
- d. Events may be held within the Pedestrian Mall during the hours of 10:00AM to 9:00PM, Monday through Sunday.
- e. Amplified music or other amplified sounds shall not be allowed within the Pedestrian Mall or within 50 feet of any Pedestrian Mall boundary (not including the Grove PATH Station Plaza). Any other limits on music or noise (including, without limitation, maximum permitted decibel levels) that would otherwise be applicable to this portion of Newark Avenue with or without the establishment of the Mall shall remain in full force and in effect within this area.
- f. No more than 1 total event per month shall be permitted to occur within the Pedestrian Mall that includes more than 50 anticipated attendees.
- g. No exceptions for the above mentioned rules will be granted for city sponsored events.
- h. This operating plan does not regulate any events in the PATH Plaza.

#### **VIII. Food and Beverage Service**

- a. Sidewalk cafés will be permitted on sidewalks adjacent to the Pedestrian Mall and in accordance with the municipal sidewalk café rules and regulations as noted in **§ 296-80 et seq.**
- b. Food service in sidewalk cafés is further restricted to between hours of 8:00AM to 10:00PM Monday through Sunday.

- c. Alcoholic beverage service is permitted in sidewalk cafés and must be provided in accordance with sidewalk café license rules and regulations.
- d. Pedestrian Mall patrons are permitted to carry and consume food and/or beverages anywhere within the Pedestrian Mall with the exception of alcoholic beverages.
- e. Alcoholic beverages are not permitted to be consumed and/or open in any areas of the Pedestrian Mall, except within permitted sidewalk cafés, and except during a limited number of approved and permitted events.
- f. Alcoholic beverages not provided by a business directly adjacent to any Pedestrian Mall boundary and/or from an approved vendor during an approved and permitted event are prohibited to be consumed and/or open in any areas of the Pedestrian Mall including sidewalk cafés.

**IX. Waste Removal and Maintenance**

- a. Waste shall not be placed anywhere within the Pedestrian Mall between the hours of 8:00AM and 10:00PM, Monday through Sunday.
- b. Waste removal operations shall take place between the hours of 10:01PM and 7:59AM.
- c. The Jersey City Incinerator Authority (JCIA) will continue normal waste removal operations and the implementation of a Pedestrian Mall shall not disrupt any prior waste removal operations.
- d. All businesses within the Pedestrian Mall must have all waste removed from the entirety of the Pedestrian Mall by 8:00AM every morning.
- e. Businesses are encouraged to enter into a joint contract for waste removal services or else are encouraged to find alternate means to minimize the number of waste removal vehicles entering the Pedestrian Mall on any given day.
- f. The City and the Jersey City Incinerator Authority (JCIA) will collaborate with the Historic Downtown Special Improvement District (HDSID) to ensure the Pedestrian Mall will remain clean of waste and other debris.
- g. The City of Jersey City will be responsible for maintenance of the Pedestrian Mall and all Pedestrian Mall Features.
- h. Street sweeper and plowing operations will be modified to accommodate installation of Mall Zone features.

**X. Mobile Food Vendors**

- a. Mobile Food Vendors must abide by all regulations as noted in § 175-9.3. et seq.

**XI. Planning and Implementation**

- a. The City solicited feedback from the following people/groups/entities in the planning process:
  - i. Councilwoman Osborne
  - ii. Jersey City Mayor's Office
  - iii. Jersey City Fire Department
  - iv. East District Police Department

- v. Department of Public Safety
  - vi. Department of Administration
  - vii. Cultural Affairs
  - viii. Division of Commerce
  - ix. Division of Planning
  - x. Traffic and Engineering
  - xi. Jersey City Incinerator Authority (HCIA)
  - xii. Department of Public Works
  - xiii. Historic Downtown Special Improvement District (HDSID)
  - xiv. Individual local downtown businesses
  - xv. Harsimus Cove Association
  - xvi. The general public
  - xvii. Jersey City Corporation Counsel
  - xviii. Sam Schwartz Transportation Planning and Engineering (solicited design proposal)
- b. The City will continue to solicit feedback and information regarding implementation and operation of the Pedestrian Mall and if appropriate, will make changes and revisions to the operating plan and also if appropriate the enabling ordinance.
  - c. The City shall hold a public feedback review meeting between 6 and 8 months after approval of this ordinance and full implementation and construction of the Pedestrian Mall. The purpose of this meeting will be to discuss issues and any possible changes and/or improvements to the Mall. This public feedback review session shall occur at City Hall. Adequate notice shall be provided to all property owners within 600 feet of any Pedestrian Mall boundary as well as the Historic Downtown Special Improvement District, the Harsimus Cove Association, and other adjacent communities and community groups.

## **XII. Implementation**

- a. The City will introduce a sample pilot version of the Pedestrian Mall in an effort to demonstrate the actual look and feel of the physical layout of the Pedestrian Mall. Any deviations from the pilot version will be at the discretion of the City with feedback from the public, local businesses, and any other relevant stakeholders.
- b. No violations or summonses shall be issued until 3 months after the ordinance takes effect ("grandfather period").